Request for Proposals for Real Property Appraisal Services

The Hualapai Tribe is soliciting a Request for Proposal (RFP) from qualified appraisers to create three appraisal reports using Uniform Standards of Professional Appraisal Practice (USPAP) and any supplemental requirements contained in the statements of work for three telecommunication projects as follows: 1) proposed Wecon fiber optic cable right-of-way, 2) lease site for the existing Verizon telecommunication equipment, and 3) lease site for the existing Experior telecommunication equipment, all within the Hualapai Reservation and Valentine, Arizona.

The RFP closes on Tuesday, July 5, 2022, at 4:00 PM Arizona Time. All questions must be submitted in writing and may be sent via email to the individual listed below. All proposals shall be submitted to:

Kevin A. Davidson, Director
Hualapai Tribe Planning & Economic Development Department

Mail to: P.O. Box 179 or
Deliver to: 887 W. Highway 66
Peach Springs, Arizona 86434
Phone: (928) 769-1310 Ext. 22
Fax: (928) 769-1377

Or e-mailed to: kdavidson@hualapai-nsn.gov by the dead line.

See www.hualapai-nsn.gov for RFP and Statements of Work
PROPOSAL FORMAT

The Planning and Economic Development Department intends to retain the successful applicant on a “Best Value” basis and qualification evaluation, not a “Low Bid” basis, so the Planning Department can properly evaluate the proposals received. All proposals submitted in response to this RFP must be formatted in accordance with the sequence noted below. Each category must be separated by index dividers numbered and labeled with the corresponding Tab reference also noted below. None of the proposed services may conflict with any requirement Planning has published herein or has issued by addendum.

Tab 1: Form of Proposal: The Form of Proposal is attached hereto and incorporated herein by reference as Attachment A. It must be fully completed and executed and submitted as a part of the proposal.

Tab 2: Profile of Firm Form: The Profile of the Firm Form is attached hereto and incorporated herein by reference as Attachment B. It and its required attachments must be fully completed and executed and submitted as a part of the proposal.

Tab 3: Proposed Service Description: As more fully detailed within Section I, Scope of Proposal, provide a narrative description of the overall system design including all subsystems and associated ratings and all services proposed to be provided as well as a description of the plan and/or methods that the applicant will utilize to deliver the proposed services.

Tab 4: Proposed Fees Form: The Proposed Fees Form is attached hereto and incorporated herein by reference as Attachment C. It must be fully completed, signed, and submitted as a part of the proposal.

Tab 5: Managerial Capacity: The applicant/entity must submit a concise description of its managerial capacity to deliver the proposed services. Resumes of key personnel should be included under this tab.

Tab 6: Client List: The applicant/entity must submit a list of at least three (3) former or current clients for whom the applicant has performed similar or like services to those being proposed within the past three years. The list must include:

- Client’s name
- Client’s contact name
- Clients phone number
- A description of services provided

Tab 7: Subcontractor/Joint Venture Information: Describe hereunder whether or not the applicant intends to use any subcontracts for this job, if awarded, and/or if this proposal is a joint venture with another firm. Please note that all information required from the applicant under the preceding tabs is also required for any major subcontractors (10% or more) and for any joint venture partners.

Tab 8: Indian Preference Documentation: For any entity claiming an Indian Preference, they shall include any completed certification forms and required attachments that substantiate the percentage of Indian ownership of the entity.

Tab 9: Other Information: The applicant/entity may include any other general information that the applicant believes is appropriate to assist the selection committee in its evaluation such as letters of recommendation and relevant project descriptions.
PROPOSAL SUBMISSION

All proposals must be submitted and time-stamped received in the Planning Office no later than the submittal deadline stated herein or within any ensuing addendum. Three copies of the proposal submittal including one original signature copy shall be placed in a sealed package addressed to:

Hualapai Planning & Economic Development Department  
Attention: Mr. Kevin A. Davidson, Director  
887 Highway 66  
PO Box 179  
Peach Springs, AZ 86434

Package exterior must clearly denote:

TELECOMMUNICATION PROJECT APPRAISALS – HUALAPAI PLANNING

Proposals submitted after the published deadline will not be accepted. Proposals may be sent electronically.

SUBMISSION CONDITIONS:

Applicants are not allowed to change the Conditions or Specifications contained herein by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations, or revisions are entered on any of the documents that are submitted to Planning by the applicant, such may invalidate that proposal. If, after accepting such a proposal, the Planning Department decides that any such entry has not changed the intent of the proposal that the Planning intended to receive, the Planning Department may accept the proposal and the proposal shall be considered by the Planning Department as if those additional marks, notations or revisions were not entered on such.

By requesting the proposal documents, each such prospective applicant is agreeing to confirm (by signing and returning by fax or e-mail) all notices that the Planning delivers to him/her, and by submitting a proposal, the applicant is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this RFP.

SUBMISSION RESPONSIBILITIES:

It shall be the responsibility of each such applicant to be aware of and abide by all dates, times, conditions, requirements, and specifications set forth within all applicable documents issued by the Planning and Economic Development Department including the RFP, the required Proposal Format, and any addenda published by the Department. By virtue of completing, signing, and submitting the completed documents, the applicant is stating their agreement to comply with the instructions, conditions, and requirements set forth within those documents. Written notice from the applicant not authorized in writing by the Planning and Economic Development Department, to exclude any of the Planning Department requirements contained within the documents, may cause that applicant to not be considered.
PROPOSAL EVALUATION CRITERIA

The following criterion will be utilized by Planning and Economic Development Department to evaluate each proposal submitted:

Criterion 1 – 30 Points – Specialized Knowledge and Experience and Technical Competence that the applicant displays for the work required based upon the work history and the resumes submitted for the staff proposed to perform the work. The past performance of the applicant on prior projects of the same or similar nature, based on the letters of reference and/or the client lists submitted, and based upon the results of any consultation that Planning chooses to conduct with such.

Criterion 2 – 30 Points – Capability that the applicant displays in that the proposal submitted shows: (a) A knowledge and understanding of the scope of the work to be performed; (b) a realistic approach to the performance of the required work.

Criterion 3 – 30 Points – Costs of the proposed services.

Criterion 4 – 10 Points - Indian Owned Enterprise.¹

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**Hualapai Tribe’s Reservation of Rights Notice**

- The Hualapai Tribe reserves the right to reject any and all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time.
- The Hualapai Tribe reserves the right to not award a contract pursuant to this RFP.
- The Hualapai Tribe reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon fourteen (14) days written notice.
- The Hualapai Tribe reserves the right to negotiate the fees proposed by the applicant/entity.
- The Hualapai Tribe reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not-necessarily limited to: incomplete proposals and/or proposals offering alternate or non-requested services.
- The Hualapai Tribe shall have no obligation to compensate any applicant for any costs incurred in responding to this RFP.

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¹ For any applicant claiming Indian Preference, the applicable information shall be entered where provided on the Form of Proposal. Planning shall retain the right to deny to any applicant any Indian Preference claimed, if in the opinion of Planning, the applicant does not submit the appropriate justification required by Attachment D. Therefore, Planning shall not be able to accept any such additional documentation after the deadline for the receipt of proposals.
STATEMENT OF WORK NO. 1 FOR WECOM
Hualapai Planning and Economic Development Department

Title Status Report Number: 606 T 107
OASIS Number: NA

Appraiser Instructions

This statement of work details the Hualapai Tribe’s (“Tribe’s”) instructions for the appraisal assignment described below, located on land managed in trust by the Southern Paiute/Truxton Canon Agency on behalf of the United States of America. All questions, concerns, or discussions regarding the appraisal for the proposed Wecom fiber optic cable right-of-way shall be addressed directly to the Hualapai Planning & Economic Development Department (HPED), attention Kevin Davidson, Director:

1. Prior to notice to proceed from the Tribe, submit all questions in writing to the HPED.

2. Payment for these appraisal reports will be handled by the Hualapai Tribe. Submit your bid package for this appraisal assignment to HPED. The Hualapai Tribe is the sole client for purposes of this assignment and will engage the appraiser via a letter of engagement once the cost of the appraisal is agreed upon with the appraiser.

3. The Hualapai Tribe and the Southern Paiute/Truxton Canon Agency will provide any supplemental information not included in the statement of work and requested by the appraiser through the HPED.

This is a tribally funded assignment. The Hualapai Tribe will select an appraiser from the Department of the Interior’s Appraisal and Valuation Services Office (AVSO) list of qualified appraisers and will notify the BIA realty specialist. Neither the AVSO nor the BIA realty specialist will be responsible for ensuring payment of these fees. The due date of the appraisal (which may be in terms of the number of days or a specific date) is agreed upon between the Hualapai and the appraiser as part of this step.
SECTION 1 – Assignment Identification & General Information

Identification: Wecom Fiber Optic Cable Right-of-Way

Location: Hualapai Reservation & Valentine, Arizona

Acreage: 53.34 acres

Client: Hualapai Indian Tribe

Intended Users: The appraisal report will be used by the Hualapai Indian Tribe on behalf of the United States of America.

Intended Use: The appraisal report will be used to establish the fair market value of rights-of-way (ROW) across the Hualapai Reservation for a term of at least 10 years beginning on September 1, 2022. This appraisal is not intended for any other use.

Reason for ROW: The right-of-way will be utilized to deploy Wecom’s 2019 USDA ReConnect grant-funded hybrid Fiber-to-the-Premises and Fiber-to-the-Node fixed wireless system to serve the Hualapai Tribe by using the existing electric utility’s infrastructure to carry the aerial fiber optic cable to various tribal buildings.

Property Location Map

Proposed Wecom Fiber Optic Line from Valentine to Nelson
The ROW to be granted by the Bureau of Indian Affairs (BIA) is on the Hualapai Reservation and in Valentine and held in trust by the United States of America as part of the Southern Paiute/Truxton Canon Agency. The subject area is located in both Mohave County and Yavapai County, Arizona.

Appraisal Assignment Description:

The appraisal report will be used to establish the fair market value for a right-of-way (ROW) on the subject property for a term of at least 10 years. The fair market value shall be expressed in terms that are typical for the market area in which the property is located and may be a fixed amount, percentage, or a combination (25 CFR 169.112(a)).

On the Hualapai Reservation, the points of entrance for the proposed right-of-way are on the southern boundary line of the reservation line in the SW ¼ SW ¼ of Section 1, T24N, R12W, G&SRM (UTM 271123, 3930806, Zone 12 meters) and the SE ¼ NW ¼ of Section 2, T24N, R12W, G&SRM (UTM 269982, 3930837, Zone 12 meters). The exit point is on the easterly boundary line of the reservation in NW ¼ NW ¼ of Section 35, T25N, R10W, G&SRM (UTM 289172, 3932616, Zone 12 meters). The calculated acreage is 51.02 acres, based on a 20-foot right-of-way, of which. The ROW will also grant access on existing roadways.

In Valentine (trust land), the points of entrance for the proposed right-of-way are on the southern boundary line of the trust land in the SE ¼ NW ¼ of Section 15, T23N, R13W, G&SRM (UTM 258480, 3918352, Zone 12 meters) and the southern boundary line of the trust land in the SW ¼ SE ¼ of Section 10, T23N, R13W, G&SRM (UTM 258751, 3919121, Zone 12 meters). The exit points for the proposed right-of-way are on the eastern boundary line of the trust land in the NE ¼ NW ¼ of Section 15, T23N, R13W, G&SRM (UTM 258666, 3918841, Zone 12 meters) and the northern boundary line of the trust land in the NE ¼ NE ¼ of Section 10, T23N, R13W, G&SRM (UTM 259249, 3920709, Zone 12 meters). The calculated acreage is 3.32 acres, based on a 20-foot right-of-way. The ROW will also grant access on existing roadways.

This ROW is a non-possessory interest in land, and title does not pass to the grantee (25 CFR 169.10). It is also a non-exclusive grant to use or occupy the ROW; the grantee Wecom may allow another party to use the ROW or co-locate equipment within the ROW; the BIA may require any additional users to apply for and be issued their own ROW for the requested use.

The appraisal must comply with 25 CFR 169.125. Please carefully review the attached copy of the applicable sections of the CFR to ensure that your proposal meets the requirements set forth therein.

As stated in the RFP document dated June 17, 2022, the effective term of the ROW is at least 10 years, but at any time during the term, BIA may, in its sole discretion and without incurring any liability whatsoever, terminate all or any part of the permitted ROW. BIA will provide the permittee 30 days advance written notice of the termination.

The property to be appraised is further illustrated in maps and exhibits included in, or with, this statement of work.
Provided Subject Property Exhibits

The following Subject Property Exhibits are provided as attachments to the solicitation:

1. Wecom Request Letter
2. USDA ReConnect Program Approved Project Area
3. Letter of support from Hualapai Tribe
4. Maps of proposed right-of-way
5. Other information pertinent to the ROW – Photographs
6. 25 CFR 169.125
SECTION 2 – Appraisal Requirements & Instructions

Appraisal Standards

Uniform Standards of Professional Appraisal Practice (USPAP), 2020-2021 edition. The appraisal report must conform to the Uniform Standards of Professional Appraisal Practice (USPAP). If the appraiser is a member of a professional appraisal organization, the appraisal requirements of the organization(s) of which the appraiser is a member would also apply.

The appraisal must be addressed to the Hualapai Indian Tribe, c/o Kevin Davidson, Hualapai Planning and Economic Department.

This is a proposed grant of a ROW across property held in trust by the United States; consequently, the appraisal does not need to conform to the UASFLA (Uniform Appraisal Standards for Federal Land Acquisitions).

Documentation of all comparable ROWs and other comparable market data utilized in the appraisal should be reported in detail. All comparable market data should be verified by the appraiser with a party with specific knowledge of the transaction such as buyer, seller, broker, ROW agent, landman, etc. A detailed summary of each comparable ROW should include comments about the verification, details about the property, and the terms. Interviews with market participants in the local area can also assist in clarifying market forces affecting the competitive market for the subject.

Terms (25 CFR 169.2)

*Fair market value* means the amount of compensation that a right-of-way would most probably command in an open and competitive market.

*Compensation* means something bargained for that is fair and reasonable under the circumstances of the agreement.

Compensation may also include additional fees, including but not limited to throughput fees, severance damages, franchise fees, avoidance values, bonuses, or other factors. Compensation may be based on a fixed amount, a percentage of the projected income, or some other method (25 CFR 169.112(a)).

*Right-of-way* means an easement or a legal right to go over or across tribal land, individually owned Indian land, or BIA land for a specific purpose, including but not limited to building and operating a line or road. This term may also refer to the land subject to the grant of right-of-way; however, in all cases, title to the land remains vested in the landowner. This term does not include service lines.

Date of Value

The date of the last property inspection should be no more than 30 calendar days prior to the submission of the (initial) appraisal report, unless the tribe approves other conditions, in writing and in advance.

Extraordinary Assumptions (EAs)

None. If the appraiser determines that extraordinary assumptions are necessary for the completion of the assignment, he/she must contact the tribe for prior written approval.
Hypothetical Conditions (HCs)

None. If the appraiser determines that hypothetical conditions are necessary for the completion of the assignment, he/she must contact the tribe for prior written approval.

Jurisdictional Exceptions (JEs)

None.

Placement in Report

If any assignment conditions including hypothetical conditions or extraordinary assumptions are authorized by the tribe, the appraiser must clearly identify where the final value conclusion is stated, and in the transmittal letter and the section titled Summary of Salient Facts. These must also be communicated in the General Assumptions and Limiting Conditions section of the appraisal.
Property Inspections

The appraiser must inspect all reservation lands identified in this statement of work and all of the properties used in direct comparison. While every effort must be made to inspect all the comparables, the tribe will not unreasonably require the appraiser to inspect all comparables if it is infeasible because of a comparable’s very remote location or in situations where the health and safety of the appraiser might be compromised.

Waiver of inspection requirements must be discussed with the tribe and permission to exclude an inspection must be provided in writing.

Permission to enter upon and appraise the property has not been granted at this time. The appraiser should work with the tribe and BIA realty staff to arrange inspection of the reservation lands where the proposed ROW is located. It is necessary to notify the HPED in advance of the scheduled property inspection.

Pre-Work Meeting

The appraiser is required to participate in a pre-work conference call with the review appraiser within five (5) days after being notified to proceed with the assignment. The review appraiser will coordinate the date and time of the call once an appraiser has been selected.

Controversies/Issues

Should the appraiser identify other controversies or issues during the course of assignment, he/she must immediately notify the review appraiser identified in Section 3 of this statement of work.

Legal Instructions

No specific legal instructions are included.
Special Appraisal Instructions

1. Wecom may provide proprietary market data on comparable ROW similar to the subject ROWs. The appraiser is required to conduct an extensive search for, and analysis of, comparable ROWs as part of this appraisal assignment and if unable to locate comparable ROW transactions, the appraiser must describe the efforts made to discover this market data and the areas searched.

2. Appropriate valuation methodology(ies) for this property type must be used; pre-work discussions with the tribe and BIA Realty on that topic are required. Methodologies and appraisal concepts typically associated with this assignment type (grants of ROWs) follow:

   **ROW Comparables:** The preferred methodology for determining the fair market value of the subject ROWs is by comparing them to other ROW transactions for similar uses. This approach is consistent with the definitions of fair market value and compensation in the Regulations. Comparable market transactions will include the various aspects of compensation as described in 25 CFR 169.112 to include additional fees, including but not limited to throughput fees (based on communication volume or revenue), severance damages, franchise fees, avoidance value (cost to go-around reservation), bonuses, or other factors. Compensation may be on a fixed amount, a percentage of the projected income, or some other method. The amount, percentage, or combination will be calculated and the frequency at which the payments will be made. The appraisal should investigate and report the market for ROWs in the local area without limitations to fair market value by the value of the surface estate of the underlying fee property.

   **Market Rent Comparables:** Actual market rent data on ROWs similar to the subject, or market rental data on short term land leases or easements may be applicable to this assignment. It will be critical that market data selected are comparable. Any rent comparables from easements, ROWs, or land leases must be similar to the subject in location, type of use, demand influences, “conditions” of rent, and the rights allowed in the ROW (or lease or easement) agreement. If this approach is used, the income stream from the ROW must be capitalized into a present value of the ROW interest.

   **Before & After Methodology:** Since the property interest of this assignment is for the granting of a ROW rather than an acquisition of a ROW, the “Before & After” methodology is not considered appropriate. The “Before & After” approach measures the damages to the remainder by the acquisition of the ROW and does not measure the market value of the ROW itself. For that reason, the appraiser should not use the “Before & After” approach for this assignment.

   **“Across the Fence” (ATF) Methodology:** The ATF methodology is not appropriate for this type of assignment because like the “Before & After” approach, it measures the value of the reservation land adjacent to the reservation land crossed by the ROW. The ROW value and the land value are not interrelated. In many instances, the value of the ROW is much greater than the value of the land where the ROW is located. The appraisal problem to be solved is the value of the ROW, not the value of the land where it is located.

   While the appraiser must make an independent judgment of the appropriate methodology (ies) for valuation, communication between the appraiser and the tribe concurrent with the appraiser’s analysis is essential; this must occur in advance of submission of the appraisal report. The appraiser’s analysis must also be reported in the appraisal.
3. The appraiser shall not communicate assignment results to any party except the tribe unless authorized to do so in writing by the tribe.

4. Even though communication is encouraged with BIA agency representative(s) or the grantee - Wecom, only the tribe can modify appraisal instructions, and any modification must be in writing.

5. Any communications (verbal or written) by the appraiser with the BIA realty contact or the grantee Wecom shall include notification to the review appraiser along with an email description of said contact.

6. Although subject property information is provided to the appraiser in this statement of work, the appraiser must perform his/her own independent research and investigation which comports with appropriate due diligence for an appraisal assignment and must promptly notify the tribe in writing of any information which differs materially from that described in this statement of work.

General Appraisal Requirements & Instructions

1. The appraiser must hold a valid license as a Certified General Appraiser for the jurisdiction in which the subject property is located. (Valid credentials include those obtained directly from the jurisdiction, those issued under a reciprocity agreement, and/or those characterized as “temporary” under the jurisdiction’s licensing and certification statutes.)

2. This statement of work including all attachments, assignment instructions, and the engagement letter, must be included within the addenda to the appraisal report.

3. Comparable data sheets must be provided for all the data that is relied upon in the derivation of the value opinion requested in this statement of work and all comparable market transactions must be verified with a buyer, seller, broker, or other party knowledgeable about the transaction.

4. Color photographs and maps of comparable properties shall be included in the appraisal report. The tribe will accept aerial photographs for comparable properties, unless the aerial photographs do not accurately represent the property as of the date of inspection. The appraiser should photograph any unusual property features from the ground.

5. An adjustment grid(s) directly correlated to the narrative analysis must be provided in the appraisal report. If qualitative adjustments are used, the appraiser’s logic and reasons for the adjustment must be explained in detail. Unsupported quantitative adjustments are not acceptable.

6. The appraisal report will be reviewed for compliance with the terms of this statement of work (including all cited standards) and USPAP. Any findings of inadequacy will require clarification and/or correction.

7. The appraiser shall consider the appraisal report and all DOI internal documents furnished to the appraiser to be confidential. Refer all requests for information concerning the appraisal to the review appraiser.

8. Should the appraiser find it necessary to rely on confidential information, he/she will contact the tribe for instructions. The tribe will view the information and provide further instruction to the appraiser regarding handling and storage of the confidential information.

9. If including any proprietary information in the appraisal, the appraiser must gain concurrence from the
tribe and deliver the proprietary information in a separate binder.

10. When the appraiser has performed any services regarding the subject property within the three prior years, he/she must disclose this in the bid proposal.

11. The appraisal is not required to comply with UASFLA, however it does need to comply with all applicable portions of USPAP including Standard 2 reporting requirements for an Appraisal Report. Restricted Appraisal Reports are not authorized. As mentioned earlier, a project appraisal format may be appropriate, but should be coordinated with the tribe and BIA Realty.

12. In general, a project appraisal report consists of three major parts: Part I contains an introduction, factual data, and analysis relating to all property interests included in the report; Part II includes the findings of the report; Part III describes analysis of data and conclusions, and Part IV provides addenda and exhibits relating to all properties included in the report. If this reporting option is desired by the appraiser, the appraiser should coordinate content and organization with the tribe.
SECTION 3 – Performance & Submission Requirements

As noted earlier, this is a Hualapai Tribe funded assignment. The Tribe will select an appraiser from the AVSO-prepared list of appraisers. Appraiser fees for the assignment are the responsibility of the Hualapai Tribe. The AVSO review appraiser will not be involved in the negotiation of fees between the tribe and the selected appraiser; nor will AVSO or the BIA representatives be responsible for ensuring payment of these fees.

The assignment is between the real estate appraiser and the Tribe with payment issued directly through and by the Tribe after notification of review and approval/acceptance of the appraisal report by the tribe.

Once the tribe selects an appraiser, the Tribe will then engage the appraiser via a letter of engagement.

The appraiser must address any questions regarding this solicitation, the appraisal instructions, and/or technical requirements for the appraisal to the HPED. A subsequent section identifies the review appraiser and his/her contact information.

Performance:

The Target Period of Performance for the delivery of the initial appraisal report to the tribe will be negotiated between tribe and the appraiser. The appraiser must provide the appraisal services within the performance period specified, or if unforeseen circumstances arise, notify the tribe immediately with a new proposed date for completion of the assignment.

The submitted appraisal report in electronic format for the agreed upon representative sample subject property will be reviewed for compliance with the terms of this statement of work and USPAP. Findings of inadequacy, if any, will require clarification and/or correction. Any corrections requested must be completed and returned to the tribe in a timely manner.

Once the report is reviewed and approved by the Tribe, the appraiser will submit four signed, final, printed reports and one electronic copy to the Tribe. The appraiser will be required to provide a letter or email confirmation that the final, printed appraisals match the electronic copy which was previously reviewed and accepted.

Payment:

Upon receipt of written approval/acceptance of the appraisal reports by the tribe, the appraiser must send and original invoice to HPED. As stated previously, payment is the sole responsibility of the Hualapai Tribe.
## Deliverable/Task Schedule

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<tr>
<th>REQUIRED DELIVERABLES</th>
<th>DELIVERY DATE</th>
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<tr>
<td>Pre-Work Meeting</td>
<td>Via conference call within 5 days of engagement</td>
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<tr>
<td>Subject Property Inspection</td>
<td>30 days or less, prior to initial report delivery</td>
</tr>
<tr>
<td>Initial Appraisal Report</td>
<td>To be determined</td>
</tr>
<tr>
<td>Review Period &amp; Comments Provided to Contract Appraiser</td>
<td>To be determined</td>
</tr>
<tr>
<td>Response Period by Contract Appraiser</td>
<td>To be determined</td>
</tr>
<tr>
<td>Final Printed Appraisal Reports</td>
<td>To be determined</td>
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APPRAISAL ASSIGNMENT CONTACTS:

Any questions regarding appraisal instructions and/or technical requirements for this assignment should be addressed to the HPED. The contacts for this assignment are as follows:

HPED and Payor:

Kevin A. Davidson
Hualapai Tribe Planning & Economic Development Director
P.O. Box 179/887 W. Highway 66
Peach Springs, Arizona 86434
Phone: (928) 769-1310 Ext. 22
Fax: (928) 769-1377
www.hualapai-nsn.gov

Non-Federal Party’s Contact:

Paul Fleming, COO & Vice President
Wecom
2332 Kingman Ave
Kingman, Arizona 86401
Direct: (702) 344-0375
Office: (928) 753-3829

BIA Realty Specialist:

Christina M. Varela
Realty Specialist
Southern Paiute/Truxton Canon Agency
P.O. Box 720
St. George, UT 84771
P 435-674-9720 ext. 4
F 435-674-9714

Agency Representative:

Tamera Dawes, Superintendent
Southern Paiute/Truxton Canon Agency
P.O. Box 720
St. George, UT 84771
(435) 674-9720 (Office)
(435) 599-4462 (Cell)
Exhibit 1. Wecom Request Letter

Wednesday, May 11, 2022

Hualapai Tribe
U.S. Department of the Interior

Re: Letter of Intent to Obtain ROW

To Whom It May Concern:

Wecom, Inc. is submitting this Letter of Intent to apply for Rights-of-Way within the Hualapai Tribe located in Peach Springs, Arizona.

The application for ROW will be utilized to support Wecom’s 2019 USDA ReConnect project to build brand-new fiber optic network into and throughout the population areas of the Hualapai Tribe. The project Executive Summary is included below. The project is designed using self-support and strand/lass fiber attached to existing powerline utility poles. Wecom is asking for a ROW in locations which it already exists / powerlines and poles exist, and earth has already been disturbed.

Wecom’s Peach Springs ReConnect project will help build critical and necessary broadband communications to Peach Springs, Arizona, and the Hualapai Tribe. Critical Community Facilities including healthcare, education, emergency services, cultural centers, tribal offices, and community resource facilities will be connected to broadband services up to 10 Gbps. Tests throughout the community show the current broadband access in this area is sometimes less than 1 Mbps. Wecom will offer up to 100 Mbps (and higher) of affordable broadband service to the 399 homes in the proposed service area.

Wecom greatly appreciates your assistance in obtaining the necessary ROW approvals to establish this much needed connectivity to the Hualapai Tribe.

Best Regards,

Paul Fleming
COO & VP | Wecom, Inc.

Project Executive Summary

Wecom, Inc. proposes the “Peach Springs ReConnect” project to construct a hybrid Fiber-to-the-Premises and Fiber-to-the-Node fixed wireless system throughout the Peach Springs, AZ Hualapai Nation service area. This robust network build features approximately 100 miles of American-made fiber optic backbone and best-of-class service provider electronics. The design will support 1 Gbps or 10 Gbps—based on desired service level—direct fiber optic broadband connectivity to Critical Community Facilities including education, healthcare and emergency services, and community resource centers. The entire PFSA will be blanketed with Wecom’s SmartNode deployment, providing up to 100 Mbps synchronous download and upload service to each household and business over multi-point fixed wireless links, reducing the construction costs of a complete Fiber-to-the-Premises system. The entire design from core to end-user is designed to support network capacity upgrades and expansion as broadband demands increase over the next decades.
Exhibit 2  USDA ReConnect Program Approved Project Area

Truxton/Peach Springs/Nelson service area

Fiber Optic Line Route Map for 104 miles between Golden Valley and Nelson (courtesy of BLM, KFO)
Exhibit 3  Letter of support from Hualapai Tribe

The Great Spirit created Man and Woman in His own image. In doing so, both were created as equals. Both depending on each other in order to survive. Great respect was shown for each other; in doing so, happiness and contentment was achieved then, as it should be now.

The connecting of the Hair makes them one person; for happiness or contentment cannot be achieved without each other.

The Canyons are represented by the purple in the middle ground, where the people were created. These canyons are Sacred, and should be so treated at all times.

The Reservation is pictured to represent the land that is ours, treat it well.

The Reservation is our heritage and the heritage of our children yet unborn. Be good to our land and it will continue to be good to us.

The Sun is the symbol of life, without it nothing is possible - plants don't grow - there will be no life - nothing. The Sun also represents the dawn of the Hualapai people. Through hard work, determination and education, everything is possible and we are assured bigger and brighter days ahead.

The Trees in the middle represent the coyote and other animals which were here before us.

The Green around the symbol are pine trees, representing our name Hualapai - PEOPLE OF THE TALL PINES

Dr. Damon Clarke
Chairman
F.O. Box 179  •  Peach Springs, P.O. Box 179  •  Peach Springs, Arizona 86434  •  Phone (928) 769-2216

Philbert Watahomigie, Sr.
Vice Chairman

May 23, 2019

Letter of Support: USDA ReConnect Grant Application

The Hualapai Indian Tribe supports WeCom, Inc.’s application being made to the USDA ReConnect Program to bring broadband internet to Peach Springs, AZ. The proposed project will help connect the rural tribal community with the internet speeds comparable to those in the rest of the nation. The need for internet is vital for any community in the 21st century to access entertainment, employment opportunities and educational opportunities yet for many residents in Peach Springs, there is still no access. Having access to high speed internet is a necessity for our rural isolated community. Currently there is no internet service provider able to offer service new clients. The existing clients are unsatisfied with their internet service complaining it is too slow.

Respectfully,

Dr. Damon Clarke, Chairman
Hualapai Tribe
Exhibit 4  Maps of proposed right-of-way

Proposed WEOM Fiber Optic Line at Music Mountain School

Proposed WEOM Fiber Optic Line at Buck & Doe Road and Fire Station No. 2
Exhibit 4 Maps of proposed right-of-way

Proposed WECOM Fiber Optic Line to Honaga Hill & Downtown Peach Springs

Proposed WECOM Fiber Optic Line in Uptown Peach Springs, Detail
Exhibit 4  Maps of proposed right-of-way

Proposed WECOM Fiber Optic Line to Gray Mountain and Nelson

Proposed WECOM Fiber Optic Line running through Valentine, Arizona
Exhibit 5  Other information pertinent to the ROW – Photographs

Proposed Wecom Fiber Optic Right-of-Way for under-build on existing MEC Power Poles

View looking north, just west of Diamond Creek Road

View looking south along Diamond Creek Road

View looking east on north side of Route 66 and Waipali 76

View looking west on north side of Route 66, behind Waipali Market
§ 169.125 What will the grant of right-of-way contain?

(a) The grant will incorporate the conditions or restrictions set out in the Indian landowners’ consents.

(b) The grant will address:

(1) The use(s) the grant is authorizing;
(2) Whether assignment of the right-of-way is permitted and, if so, whether additional consent is required for the assignment and whether any additional compensation is owed to the landowners;
(3) Whether mortgaging of the right-of-way is permitted and, if so, whether additional consent is required for the mortgage and whether any additional compensation is owed to the landowners; and
(4) Ownership of permanent improvements under § 169.130.

(c) The grant will state that:

(1) The tribe maintains its existing jurisdiction over the land, activities, and persons within the right-of-way under § 169.10 and reserves the right of the tribe to reasonable access to the lands subject to the grant to determine grantee’s compliance with consent conditions or to protect public health and safety;
(2) The grantee has no right to any of the products or resources of the land, including but not limited to, timber, forage, mineral, and animal resources, unless otherwise provided for in the grant;
(3) BIA may treat any provision of a grant that violates Federal law as a violation of the grant; and
(4) If historic properties, archeological resources, human remains, or other cultural items not previously reported are encountered during the course of any activity associated with this grant, all activity in the immediate vicinity of the properties, resources, remains, or items will cease and the grantee will contact BIA and the tribe with jurisdiction over the land to determine how to proceed and appropriate disposition.

(5) The grantee must:

(i) Construct and maintain improvements within the right-of-way in a professional manner consistent with industry standards;
(ii) Pay promptly all damages and compensation, in addition to bond or alternative form of security made pursuant to § 169.103, determined by the BIA to be due the landowners and authorized users and occupants of land as a result of the granting, construction, and maintenance of the right-of-way;
(iii) Restore the land as nearly as may be possible to its original condition, upon the completion of construction, to the extent compatible with the purpose for which the right-of-way was granted, or reclaim the land if agreed to by the landowners;
(iv) Clear and keep clear the land within the right-of-way, to the extent compatible with the purpose of the right-of-way, and dispose of all vegetative and other material cut, uprooted, or otherwise accumulated during the construction and maintenance of the project;
(v) Comply with all applicable laws and obtain all required permits;
(vi) Not commit waste;
(vii) Operate, repair and maintain improvements consistent with the right-of-way grant;
(viii) Build and maintain necessary and suitable crossings for all roads and trails that intersect the improvements constructed, maintained, or operated under the right-of-way;
(ix) Restore the land to its original condition, to the maximum extent reasonably possible, upon cancellation or termination of the right-of-way, or reclaim the land if agreed to by the landowners;
(x) At all times keep the BIA, and the tribe for tribal land, informed of the grantee’s address;
(xi) Refrain from interfering with the landowner’s use of the land, provided that the landowner’s use of the land is not inconsistent with the right-of-way;
(xii) Comply with due diligence requirements under § 169.105; and
(xiii) Notify the BIA, and the tribe for tribal land, if it files for bankruptcy or is placed in receivership.

(6) Unless the grantee would be prohibited by law from doing so, the grantee must also:
(i) Hold the United States and the Indian landowners harmless from any loss, liability, or damages resulting from the applicant’s use or occupation of the premises; and
(ii) Indemnify the United States and the Indian landowners against all liabilities or costs relating to the use, handling, treatment, removal, storage, transportation, or disposal of hazardous materials, or release or discharge of any hazardous material from the premises that occurs during the term of the grant, regardless of fault, with the exception that the applicant is not required to indemnify the Indian landowners for liability or cost arising from the Indian landowners’ negligence or willful misconduct.

(d) The grant must attach or include by reference maps of definite location.
STATEMENT OF WORK NO. 2 FOR VERIZON
Hualapai Planning and Economic Development Department

Title Status Report Number: 606 T 107
OASIS Number: NA

Appraiser Instructions

This statement of work details the Hualapai Tribe’s (“Tribe’s”) instructions for the appraisal assignment described below, located on land managed in trust by the Southern Paiute/Truxton Canon Agency on behalf of the United States of America. All questions, concerns, or discussions regarding the appraisal for the proposed Verizon telecommunication equipment lease shall be addressed directly to the Hualapai Planning & Economic Development Department (HPED), attention Kevin Davidson, Director:

4. Prior to notice to proceed from the Tribe, submit all questions in writing to the HPED.

5. Payment for these appraisal reports will be handled by the Hualapai Tribe. Submit your bid package for this appraisal assignment to HPED. The Hualapai Tribe is the sole client for purposes of this assignment and will engage the appraiser via a letter of engagement once the cost of the appraisal is agreed upon with the appraiser.

6. The Hualapai Tribe and the Southern Paiute/Truxton Canon Agency will provide any supplemental information not included in the statement of work and requested by the appraiser through the HPED.

This is a tribally funded assignment. The Hualapai Tribe will select an appraiser from the Department of the Interior’s Appraisal and Valuation Services Office (AVSO) list of qualified appraisers and will notify the BIA realty specialist. Neither the AVSO nor the BIA realty specialist will be responsible for ensuring payment of these fees. The due date of the appraisal (which may be in terms of the number of days or a specific date) is agreed upon between the Hualapai and the appraiser as part of this step.
SECTION 1 – Assignment Identification & General Information

Identification: Verizon Telecommunication Site Lease

Location: Hualapai Reservation

Acreage: 0.021 acres for Gray Mountain and 0.065 acres for Canyon Vista

Client: Hualapai Indian Tribe

Intended Users: The appraisal report will be used by the Hualapai Indian Tribe on behalf of the United States of America.

Intended Use: The appraisal report will be used to establish the fair market value of two lease sites on the Hualapai Reservation for a term of at least 10 years beginning on September 1, 2022. This appraisal is not intended for any other use.

Reason for Lease: The lease will allow Verizon to continue existing 3G telecommunications operations including an upgrade to 5G.

Property Location Map

Verizon Communication Sites on Hualapai Reservation
Property Location

The subject consists of two telecommunication site located on the Hualapai Reservation. The Gray Mountain site is approximately two miles east of Peach Springs and one mile north of State Route 66. Verizon’s parcel adjoins the BIA, Experior and tribal parcels, each housing their ground equipment, while sharing space on the BIA’s communications tower.

The Canyon Vista site is located six miles southwest of Grand canyon West just off of Buck and Doe Road. Verizon has developed ground equipment within the perimeter fence with the tribe also operating its own equipment within the fence line. Both share the tribe’s communications tower.

Equipment List and Leased Area – As Proposed

The telecommunication site will be situated within the existing fenced compound and will include the include equipment (by tenant) listed in Exhibit 3.

The leased area at Gray Mountain will be 914 sq. ft. for the ground equipment (0.021 total acres), located in NW ¼ of Section 18, T25N, R10W, G&SRM (UTM 282873, 3937205, Zone 12 meters) and will be for the exclusive use of Verizon. The lease will also grant access on existing roadways to site from State Route 66.

The leased area at Canyon Vista will be 2,823 sq. ft. for the ground equipment (0.065 total acres), located in NW ¼ NE ¼ of Section 16, T29N, R15W, G&SRM (UTM 238625, 3977645, Zone 12 meters) and will be for the non-exclusive use of Verizon. The lease will also grant access on existing roadways to site from Buck and Doe Road (Indian Route 1).

Access to the site is by a gravel road. The site is located in proximity to a developed area and is generally accessible year-round.

Summary of Lease Area

Lessee shall use the Premises for the purpose of upgrading, maintaining, repairing and operating the communication sites and uses incidental thereto.

Lessee may not sublease the Premises, or a portion thereof, without further consent from Lessor or further BIA approval; however, such sublease does not relieve Lessee of any liability under this Lease.

Property Interest

The property interest to be appraised is annual fair market rent of the fee simple interest for the subject as a communications site (leased fee).

Two opinions of market rental value are requested under this appraisal assignment: 1) Verizon as primary user of lease area and co-located on BIA’s communication tower, and 2) Verizon as primary user of the Canyon Vista lease area and co-located on the tribe’s communication tower.

The reported rents must include a statement as to an applicable escalation rate, if any, that the market would consider / anticipate as part of the reported annual market rent over the duration of minimum 10-year lease period with options to renew.

The appraiser must immediately notify the tribe of any indications of rights contrary to these described. This may result in amended instructions.

Outstanding Rights: Verizon has an existing lease for both sites, with the Gray Mountain site lease due to expire in 2023 and the Canyon Vista site lease being month-to-month.
Reservations: None.

Personal Property: The appraisal should exclude any personal property.

Property Access: Physical access is from local roads, then via an access right-of-way.

Legal: The lease issued will provide legal access to the site.

Environmental Conditions: There are no known detrimental environmental conditions.
Provided Subject Property Exhibits

The following Subject Property Exhibits are provided as attachments to the solicitation:

1. Verizon request letter
2. Site Surveys
3. Equipment Lists
4. Other information pertinent to the lease – Photographs
5. 25 CFR 162.420 & 422-429.
SECTION 2 – Appraisal Requirements & Instructions

Appraisal Standards

Uniform Standards of Professional Appraisal Practice (USPAP), 2020-2021 edition. The appraisal report must conform to the Uniform Standards of Professional Appraisal Practice (USPAP). If the appraiser is a member of a professional appraisal organization, the appraisal requirements of the organization(s) of which the appraiser is a member would also apply.

The appraisal must be addressed to the Hualapai Indian Tribe, c/o Kevin Davidson, Hualapai Planning and Economic Department.

The lease to be approved by the Bureau of Indian Affairs (BIA) is on Tribal lands managed in trust by the United States of America; consequently, the appraisal will not conform to the UASFLA (Uniform Appraisal Standards for Federal Land Acquisitions).

Documentation of all comparable leases, comparable sales and other comparable market data utilized in the appraisal should be reported in detail. All comparable market data should be verified by the appraiser with a party with specific knowledge of the transaction such as buyer, seller, broker, lessee/lessor, etc. A detailed summary of each comparable used should include comments about the verification, details about the property, and the terms. Interviews with market participants in the local area can also assist in clarifying market forces affecting the competitive market for the subject.

Terms

*Lease* means a written contract between Indian landowners and a lessee, whereby the lessee is granted a right to possess Indian land, for a specified purpose and duration. The lessee's right to possess will limit the Indian landowners' right to possess the leased premises only to the extent provided in the lease (25 C.F.R. § 162.003).

*Fair market rental* means the amount of rental income that a leased tract of Indian land would most probably command in the open and competitive market, or as determined by competitive bidding. (25 C.F.R. § 162.003).

*Compensation* means something bargained for that is fair and reasonable under the circumstances of the agreement. Compensation may be based on a fixed amount, a percentage of the projected income, or some other method (25 CFR 162.420, & 422-429).

Date of Value

The date of the last property inspection should be no more than 30 calendar days prior to the submission of the (initial) appraisal report, unless the tribe approves other conditions, in writing and in advance.

Extraordinary Assumptions (EAs)

Verizon has existing leases at its Gray Mountain and Canyon Vista facilities.

It is assumed that the telecommunication site has enough space to accommodate the identified users at the site.
If the appraiser determines that extraordinary assumptions are necessary for the completion of the assignment, he/she must contact the tribe for prior written approval.

**Hypothetical Conditions (HCs)**

Both sites will have access to fiber optic cable in the next 12 months to five years. The Gray Mountain site will have backhaul service from Wecom’s fiber optic line (refer to Statement of Work No. 1) within a year and the Canyon Vista site will be connected to the tribe’s 48-strand fiber optic cable planned as part of the 69 KV power line project between Dolan Springs and Grand Canyon West. Frontier Communications may be the ISP.

If the appraiser determines that other hypothetical conditions are necessary for the completion of the assignment, he/she must contact the tribe for prior written approval.

**Jurisdictional Exceptions (JEs)**

None.

**Placement in Report**

If any assignment conditions including hypothetical conditions or extraordinary assumptions are authorized by the tribe, the appraiser must clearly identify where the final value conclusion is stated, and in the transmittal letter and the section titled Summary of Salient Facts. These must also be communicated in the General Assumptions and Limiting Conditions section of the appraisal.

**Property Inspections**

The appraiser must inspect all reservation lands identified in this statement of work and all of the properties used in direct comparison. While every effort must be made to inspect all the comparables, the tribe will not unreasonably require the appraiser to inspect all comparables if it is infeasible because of a comparable’s very remote location or in situations where the health and safety of the appraiser might be compromised.

Waiver of inspection requirements must be discussed with the tribe and permission to exclude an inspection must be provided in writing.

Permission to enter upon and appraise the property has not been granted at this time. The appraiser should work with the tribe and BIA realty staff to arrange inspection of the reservation lands where the proposed lease is located. It is necessary to notify the HPED in advance of the scheduled property inspection.

**Pre-Work Meeting**

The appraiser is required to participate in a pre-work conference call with the review appraiser within five (5) days after being notified to proceed with the assignment. The review appraiser will coordinate the date and time of the call once an appraiser has been selected. If any significant items of concern are observed during the property inspection, the appraiser must contact the tribe before continuing with the appraisal assignment.

**Controversies/Issues**
Should the appraiser identify other controversies or issues during the course of assignment, he/she must immediately notify the review appraiser identified in Section 3 of this statement of work.

Legal Instructions

No specific legal instructions are included.
General Appraisal Requirements & Instructions

1. The appraiser must hold a valid license as a Certified General Appraiser for the jurisdiction in which the subject property is located. (Valid credentials include those obtained directly from the jurisdiction, those issued under a reciprocity agreement, and/or those characterized as “temporary” under the jurisdiction’s licensing and certification statutes.)

2. This statement of work including all attachments, assignment instructions, and the engagement letter, must be included within the addenda to the appraisal report.

3. The appraiser must appraise the subject property in its “as is” condition (subject to a hypothetical condition for the new co-locator) as of the effective date of value, unless authorized in writing by the AVSO review appraiser to do otherwise.

4. Color photographs and maps of comparable properties shall be included in the appraisal report. The tribe will accept aerial photographs for comparable properties, unless the aerial photographs do not accurately represent the property as of the date of inspection. The appraiser should photograph any unusual property features from the ground.

5. The comparable market data sheets provided in the appraisal document should include the following when applicable; latitude/longitude for the site, lessor/lessee, start date of the lease, base rental amount, number of option periods, escalation terms / rate, availability of utilities, back-up power (who provides), what type of power – electric, propane, generator; maintenance fees; land area encumbered by structure and/or equipment facility, type of tower, height of tower (AGL), who built the tower / structure, who owns the tower / structure, are subtenants allowed, and if so, how many; how are co-locators charged i.e., is one amount paid to the facility owner or is it proportional – some to the facility owner and some to land owner, coverage area, current use, access, how verified and contact information – source name / date / email or phone number. In addition, comparable data sheets must be provided for all the data that is relied upon in the derivation of the value opinion requested in this statement of work and all comparable market transactions must be verified with a buyer, seller, broker, or other party knowledgeable about the transaction.

6. An adjustment grid(s) directly correlated to the narrative analysis must be provided in the appraisal report. If qualitative adjustments are used, the appraiser’s logic and reasons for the adjustment must be explained in detail. Unsupported quantitative adjustments are not acceptable.

7. The appraisal report will be reviewed for compliance with the terms of this statement of work (including all cited standards) and USPAP. Any findings of inadequacy will require clarification and/or correction.

8. The appraiser shall consider the appraisal report and all DOI internal documents furnished to the appraiser to be confidential. Refer all requests for information concerning the appraisal to the review appraiser.

9. Should the appraiser find it necessary to rely on confidential information, he/she will contact the tribe for instructions. The tribe will view the information and provide further instruction to the appraiser regarding handling and storage of the confidential information.

10. If including any proprietary information in the appraisal, the appraiser must gain concurrence from the tribe and deliver the proprietary information in a separate binder.
11. When the appraiser has performed any services regarding the subject property within the three prior years, he/she must disclose this in the bid proposal.

12. The appraisal is not required to comply with UASFLA, however it does need to comply with all applicable portions of USPAP including Standard 2 reporting requirements for an Appraisal Report. Restricted Appraisal Reports are not authorized. As mentioned earlier, a project appraisal format may be appropriate, but should be coordinated with the tribe and BIA Realty.

13. In general, a project appraisal report consists of three major parts: **Part I** contains an introduction, factual data, and analysis relating to all property interests included in the report; **Part II** includes the findings of the report; **Part III** describes analysis of data and conclusions, and **Part IV** provides addenda and exhibits relating to all properties included in the report. If this reporting option is desired by the appraiser, the appraiser should coordinate content and organization with the tribe.
Special Appraisal Instructions

1. Verizon may provide proprietary market data on comparable leases similar to the subject leases. The appraiser is required to conduct an extensive search for, and analysis of, comparable leases as part of this appraisal assignment and if unable to locate comparable lease transactions, the appraiser must describe the efforts made to discover this market data and the areas searched.

2. Appropriate valuation methodology (ies) for this property type must be used; pre-work discussions with the tribe and BIA Realty on that topic are required. Methodologies and appraisal concepts typically associated with this assignment type follow:

   **Lease Comparables:** The preferred methodology for determining the fair market value of the subject leases is by comparing them to other lease transactions for similar uses. This approach is consistent with the definitions of fair market value and compensation in the Regulations. Compensation may be on a fixed amount, a percentage of the projected income, or some other method. The amount, percentage, or combination will be calculated and the frequency at which the payments will be made. The appraisal should investigate and report the market for leases in the local area without limitations to fair market value by the value of the surface estate of the underlying fee property.

   **Market Rent Comparables:** Actual market rent data on leases similar to the subject, or market rental data on short term land leases or easements may be applicable to this assignment. It will be critical that market data selected are comparable. Any rent comparables from easements or land leases must be similar to the subject in location, type of use, demand influences, “conditions” of rent, and the rights allowed in the lease or easement agreement. If this approach is used, the income stream from the lease must be capitalized into a present value of the leasehold interest.

   While the appraiser must make an independent judgment of the appropriate methodology (ies) for valuation, communication between the appraiser and the tribe concurrent with the appraiser’s analysis is essential; this must occur in advance of submission of the appraisal report. The appraiser’s analysis must also be reported in the appraisal.

3. The appraiser shall not communicate assignment results to any party except the tribe unless authorized to do so in writing by the tribe.

4. Even though communication is encouraged with BIA agency representative(s) or the grantee - Verizon, only the tribe can modify appraisal instructions, and any modification must be in writing.

5. Any communications (verbal or written) by the appraiser with the BIA realty contact or the grantee Verizon shall include notification to the review appraiser along with an email description of said contact.

6. Although subject property information is provided to the appraiser in this statement of work, the appraiser must perform his/her own independent research and investigation which comports with appropriate due diligence for an appraisal assignment and must promptly notify the tribe in writing of any information which differs materially from that described in this statement of work.
SECTION 3 – Performance & Submission Requirements

As noted earlier, this is a Hualapai Tribe funded assignment. The Tribe will select an appraiser from the AVSO-prepared list of appraisers. Appraiser fees for the assignment are the responsibility of the Hualapai Tribe. The AVSO review appraiser will not be involved in the negotiation of fees between the tribe and the selected appraiser; nor will AVSO or the BIA representatives be responsible for ensuring payment of these fees.

The assignment is between the real estate appraiser and the Tribe with payment issued directly through and by the Tribe after notification of review and approval/acceptance of the appraisal report by the tribe.

Once the tribe selects an appraiser, the Tribe will then engage the appraiser via a letter of engagement.

The appraiser must address any questions regarding this solicitation, the appraisal instructions, and/or technical requirements for the appraisal to the HPED. A subsequent section identifies the review appraiser and his/her contact information.

Performance:

The Target Period of Performance for the delivery of the initial appraisal report to the tribe will be negotiated between tribe and the appraiser. The appraiser must provide the appraisal services within the performance period specified, or if unforeseen circumstances arise, notify the tribe immediately with a new proposed date for completion of the assignment.

The submitted appraisal report in electronic format for the agreed upon representative sample subject property will be reviewed for compliance with the terms of this statement of work and USPAP. Findings of inadequacy, if any, will require clarification and/or correction. Any corrections requested must be completed and returned to the tribe in a timely manner.

Once the report is reviewed and approved by the Tribe, the appraiser will submit four signed, final, printed reports and one electronic copy to the Tribe. The appraiser will be required to provide a letter or email confirmation that the final, printed appraisals match the electronic copy which was previously reviewed and accepted.

Payment:

Upon receipt of written approval/acceptance of the appraisal reports by the tribe, the appraiser must send and original invoice to HPED. As stated previously, payment is the sole responsibility of the Hualapai Tribe.
## Deliverable/Task Schedule

<table>
<thead>
<tr>
<th>REQUIRED DELIVERABLES</th>
<th>DELIVERY DATE</th>
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<tbody>
<tr>
<td>Pre-Work Meeting</td>
<td>Via conference call within 5 days of engagement</td>
</tr>
<tr>
<td>Subject Property Inspection</td>
<td>30 days or less, prior to initial report delivery</td>
</tr>
<tr>
<td>Initial Appraisal Report</td>
<td>To be determined</td>
</tr>
<tr>
<td>Review Period &amp; Comments Provided to Contract Appraiser</td>
<td>To be determined</td>
</tr>
<tr>
<td>Response Period by Contract Appraiser</td>
<td>To be determined</td>
</tr>
<tr>
<td>Final Printed Appraisal Reports</td>
<td>To be determined</td>
</tr>
</tbody>
</table>
APPRAISAL ASSIGNMENT CONTACTS:

Any questions regarding appraisal instructions and/or technical requirements for this assignment should be addressed to the HPED. The contacts for this assignment are as follows:

HPED and Payor:
Kevin A. Davidson
Hualapai Tribe Planning & Economic Development Director
P.O. Box 179/887 W. Highway 66
Peach Springs, Arizona 86434
Phone: (928) 769-1310 Ext. 22
Fax: (928) 769-1377
www.hualapai-nsn.gov

Non-Federal Party’s Contact:
Reginald Destree, Destree Development, LLC
Agent for Verizon
22831 N. 21st Street
Phoenix, AZ 85024
Cell: (602) 349-6930

BIA Realty Specialist:
Christina M. Varela
Realty Specialist
Southern Paiute/Truxton Canon
P.O. Box 720
St. George, UT 84771
P 435-674-9720 ext. 4
F 435-674-9714

Agency Representative:
Tamera Dawes, Superintendent
Southern Paiute/Truxton Canon Agency
P.O. Box 720
St. George, UT 84771
(435) 674-9720 (Office)
(435) 599-4462 (Cell)
Exhibit 1. Verizon Request Letter

Kevin Davidson
Hualapai Indian Tribe
887 W. Hwy 66
Peach Springs, AZ 86434

RE: Verizon Wireless Lease for Grey Mountain Tower

Kevin,

I am a Site Acquisition Specialist working on behalf of Verizon Wireless. Over the last 8+ years I have worked with the Hualapai Tribe and BIA on various modifications of this site and I have now been tasked with securing a new agreement for continued use of this site.

Verizon Wireless is a current tenant on the tower at Grey Mountain. As of April 1, 2013 Mohave Wireless was purchased by Verizon Wireless. Mohave has been fully incorporated in the Verizon Wireless network and the current Verizon Wireless entity for this market is Celco Partnership.

The current agreement expires as of August 31, 2023. Verizon Wireless is requesting a new Agreement to allow for continued use of this site which is used to provide coverage for customers in and around Peach Springs.

Continued use of this site to support the Verizon Wireless network would be beneficial for Tribal Members, businesses, and visitors in this area.

Please let me know what steps will be needed to ensure continued use of this site.

Sincerely,

Reg Destree
Destree Development
22831 N. 21st St
Phoenix, AZ 85024
Exhibit 1. Verizon Request Letter

Kevin Davidson
Hualapai Indian Tribe
887 W. Hwy 66
Peach Springs, AZ 86434

RE: Verizon Wireless Lease for AZ1 Skywalk Tower

Kevin,

I am a Site Acquisition Specialist working on behalf of Verizon Wireless. Over the last 8+ years I have worked with the Hualapai Tribe and BIA on various modifications of this site and I have now been tasked with securing a new agreement for continued use of this site. We initially started the process of pursuing a long-term lease at this site in about 2017.

Verizon Wireless is a current tenant on the tower at Skywalk. As of April 1, 2013 Mohave Wireless was purchased by Verizon Wireless. Mohave has been fully incorporated in the Verizon Wireless network and the current Verizon Wireless entity for this market is Celco Partnership.

The agreement at this site has always been a short-term agreement. Verizon Wireless is requesting a new Agreement to allow for continued use of this site which is used to provide coverage for customers in and around Grand Canyon West and the road to the attraction.

Over the years the nature of this site has changed substantially and, while Verizon initially used Hualapai power and backhaul, as contemplated in the agreement, Verizon now operates on solar and generator and has its own microwave backhaul system. We are looking to update the exhibits, terms and language of the agreement accordingly.

Continued use of this site to support the Verizon Wireless network will be beneficial for Tribal Members, businesses, and visitors in this area.

Please let me know what steps will be needed to ensure continued use of this site.

Sincerely,

Reg Destree
Destree Development
22831 N. 21st St
Phoenix, AZ 85024
Exhibit 2  Site Surveys – Gray Mountain

Gray Mountain Survey Map

LEGAL DESCRIPTION (Verizon):

A portion of the Northwest 1/4 of Section 18, Township 25 North, Range 10 West, Gila and Salt River Meridian, Mohave County, Arizona, said portion being more particularly described as follows:

FROM the West 1/4 corner of Section 18, Township 25 North, Range 10 West, said point being a found GLO Cap, thence N 05° 21' 02" E [Basis of Bearing: Grid per SPCS 83 AZ C (Zone2033)] a distance of 1,065.84 feet (Ground) to the corner post of an existing chain link fence;

thence N 14° 23' 32" E for a distance of 32.71 feet to a corner post of said existing chain link fence, said point being the TRUE POINT OF BEGINNING;

thence N 72° 58' 27" W for a distance of 30.46 feet to a corner post of said existing chain link fence;

thence N 16° 29' 15" E for a distance of 30.31 feet to a corner post of said existing chain link fence;

thence S 73° 21' 03" E for a distance of 29.34 feet to a point along said existing chain link fence;

thence S 14° 23' 32" W for a distance of 30.53 feet to the TRUE POINT OF BEGINNING.

said parcel of land contains 914 square feet of land, more or less, including any easements of record over the above described parcel.

Verizon Parcel Legal Description
Exhibit 2 Site Surveys – Canyon Vista

PROPOSED VERIZON WIRELESS LEGAL DESCRIPTION:
A PORTION OF SECTION 16, TOWNSHIP 29 NORTH, RANGE 15 WEST, G&S.W.M., MOHAVE COUNTY, ARIZONA, ALSO BEING "PARCEL C" AS SHOWN IN BOOK 38 OF RECORD OF SURVEYS, AT PAGE 68, MOHAVE COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER (N 1/4) CORNER OF SAID SECTION 16, TOWNSHIP 29 NORTH, RANGE 5 WEST, BEING A 1" IRON PIPE, THENCE SOUTH 71°12'43" EAST, A DISTANCE OF 871.75 FEET TO A CHAIN LINK FENCE CORNER, BEING THE MOST WESTERLY CORNER OF THE EXISTING COMMUNICATIONS COMPOUND; THENCE ALONG THE WESTERN LINE OF THE EXISTING COMPOUND NORTH 25°51'21" EAST, A DISTANCE OF 18.61 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 25°51'21" EAST, A DISTANCE OF 18.61 FEET;
THENCE SOUTH 62°52'56" EAST, A DISTANCE OF 56.53 FEET;
THENCE NORTH 22°11'58" EAST, A DISTANCE OF 37.08 FEET;
THENCE NORTH 84°54'51" EAST, A DISTANCE OF 36.30 FEET;
THENCE SOUTH 04°21'30" EAST, A DISTANCE OF 36.25 FEET;
THENCE SOUTH 85°27'54" WEST, A DISTANCE OF 43.49 FEET;
THENCE SOUTH 27°07'04" WEST, A DISTANCE OF 20.26 FEET;
THENCE NORTH 63°40'18" WEST, A DISTANCE OF 65.57 FEET TO THE POINT OF BEGINNING.

CONTAINING APPROXIMATELY 2,823 SQUARE FEET, MORE OR LESS.
Exhibit 3 Equipment List

Pending
Exhibit 4  Other information pertinent to the lease – Photographs of Gray Mountain Site
Exhibit 4 Other information pertinent to the lease – Photographs of Canyon Vista Site

[Images of photographs showing various telecommunication equipment and site details.]

Verizon Site at Canyon Vista

Verizon local cell service
Verizon to Patterson Slope backhaul
Verizon to Gray Mountain backhaul
Verizon's antennas and microwave dishes on site's tower
Verizon's communication equipment behind fence to right of tower
Verizon's communication equipment to right of tower
§ 162.420 How much monetary compensation must be paid under a business lease of tribal land?

(a) A business lease of tribal land may allow for any payment amount negotiated by the tribe, and we will defer to the tribe and not require a valuation if the tribe submits a tribal authorization expressly stating that it:

(1) Has negotiated compensation satisfactory to the tribe;

(2) Waives valuation; and

(3) Has determined that accepting such negotiated compensation and waiving valuation is in its best interest.

(b) The tribe may request, in writing, that we determine fair market rental, in which case we will use a valuation in accordance with § 162.422. After providing the tribe with the fair market rental, we will defer to a tribe's decision to allow for any payment amount negotiated by the tribe.

(c) If the conditions in paragraph (a) or (b) of this section are not met, we will require that the lease provide for fair market rental based on a valuation in accordance with § 162.422.

§ 162.422 How will BIA determine fair market rental for a business lease?

(a) We will use a market analysis, appraisal, or other appropriate valuation method to determine the fair market rental before we approve a business lease of individually owned Indian land or, at the request of the tribe, for tribal land.

(b) We will either:

(1) Prepare, or have prepared, a market analysis, appraisal, or other appropriate valuation method; or

(2) Use an approved market analysis, appraisal, or other appropriate valuation method from the Indian landowners or lessee.

(c) We will use or approve use of a market analysis, appraisal, or other appropriate valuation method only if it:

(1) Has been prepared in accordance with USPAP or a valuation method developed by the Secretary under 25 U.S.C. 2214; and

(2) Complies with Departmental policies regarding appraisals, including third-party appraisals.

(d) Indian landowners may use competitive bidding as a valuation method.

§ 162.423 When are monetary compensation payments due under a business lease?

(a) A business lease must specify the dates on which all payments are due.
(b) Unless the lease provides otherwise, payments may not be made or accepted more than one year in advance of the due date.

(c) Payments are due at the time specified in the lease, regardless of whether the lessee receives an advance billing or other notice that a payment is due.

§ 162.424 Must a business lease specify who receives monetary compensation payments?

(a) A business lease must specify whether the lessee will make payments directly to the Indian landowners (direct pay) or to us on their behalf.

(b) The lessee may make payments directly to the Indian landowners if:

(1) The Indian landowners' trust accounts are unencumbered;

(2) There are 10 or fewer beneficial owners; and

(3) One hundred percent of the beneficial owners (including those on whose behalf we have consented) agree to receive payment directly from the lessee at the start of the lease.

(c) If the lease provides that the lessee will directly pay the Indian landowners, then:

(1) The lease must include provisions for proof of payment upon our request.

(2) When we consent on behalf of an Indian landowner, the lessee must make payment to us on behalf of that landowner.

(3) The lessee must send direct payments to the parties and addresses specified in the lease, unless the lessee receives notice of a change of ownership or address.

(4) Unless the lease provides otherwise, compensation payments may not be made payable directly to anyone other than the Indian landowners.

(5) Direct payments must continue through the duration of the lease, except that:

(i) The lessee must make all Indian landowners' payments to us if 100 percent of the Indian landowners agree to suspend direct pay and provide us with documentation of their agreement; and

(ii) The lessee must make that individual Indian landowner's payment to us if any individual Indian landowner who dies, is declared non compos mentis, owes a debt resulting in a trust account encumbrance, or his or her whereabouts become unknown.

§ 162.425 What form of monetary compensation payment is acceptable under a business lease?

(a) When payments are made directly to Indian landowners, the form of payment must be acceptable to the Indian landowners.

(b) When payments are made to us, our preferred method of payment is electronic funds transfer payments. We will also accept:
(1) Money orders;
(2) Personal checks;
(3) Certified checks; or
(4) Cashier's checks.

(c) We will not accept cash or foreign currency.
(d) We will accept third-party checks only from financial institutions or Federal agencies.

§ 162.426 May the business lease provide for non-monetary or varying types of compensation?

(a) A lease may provide for the following, subject to the conditions in paragraphs (b) and (c) of this section:

   (1) Alternative forms of compensation, including but not limited to, in-kind consideration and payments based on percentage of income; or
   (2) Varying types of compensation at specific stages during the life of the lease, including but not limited to fixed annual payments during construction, payments based on income during an operational period, and bonuses.

(b) For tribal land, we will defer to the tribe's determination that the compensation under paragraph (a) of this section is in its best interest, if the tribe submits a signed certification or tribal authorization stating that it has determined the compensation under paragraph (a) of this section to be in its best interest.

(c) For individually owned land, we may approve a lease that provides for compensation under paragraph (a) of this section if we determine that it is in the best interest of the Indian landowners.

§ 162.427 Will BIA notify a lessee when a payment is due under a business lease?

Upon request of the Indian landowners, we may issue invoices to a lessee in advance of the dates on which payments are due under a business lease. The lessee's obligation to make these payments in a timely manner will not be excused if invoices are not issued, delivered, or received.

§ 162.428 Must a business lease provide for compensation reviews or adjustments?

(a) For a business lease of tribal land, unless the lease provides otherwise, no periodic review of the adequacy of compensation or adjustment is required if the tribe states in its tribal certification or authorization that it has determined that not having compensation reviews and/or adjustments is in its best interest.

(b) For a business lease of individually owned Indian land, unless the lease provides otherwise, no periodic review of the adequacy of compensation or adjustment is required if:

   (1) If the term of the lease is 5 years or less;
(2) The lease provides for automatic adjustments; or

(3) We determine it is in the best interest of the Indian landowners not to require a review or automatic adjustment based on circumstances including, but not limited to, the following:

   (i) The lease provides for payment of less than fair market rental;

   (ii) The lease is for religious, educational, recreational, cultural, or other public purposes;

   (iii) The lease provides for most or all of the compensation to be paid during the first 5 years of the lease term or before the date the review would be conducted; or

   (iv) The lease provides for graduated rent or non-monetary or various types of compensation.

(c) If the conditions in paragraph (a) or (b) of this section are not met, a review of the adequacy of compensation must occur at least every fifth year, in the manner specified in the lease. The lease must specify:

   (1) When adjustments take effect;

   (2) Who can make adjustments;

   (3) What the adjustments are based on; and

   (4) How to resolve disputes arising from the adjustments.

(d) When a review results in the need for adjustment of compensation, the Indian landowners must consent to the adjustment in accordance with § 162.012, unless the lease provides otherwise.

§ 162.429 What other types of payments are required under a business lease?

(a) The lessee may be required to pay additional fees, taxes, and assessments associated with the use of the land, as determined by entities having jurisdiction, except as provided in § 162.017. The lessee must pay these amounts to the appropriate office.

(b) If the leased premises are within an Indian irrigation project or drainage district, except as otherwise provided in part 171 of this chapter, the lessee must pay all operation and maintenance charges that accrue during the lease term. The lessee must pay these amounts to the appropriate office in charge of the irrigation project or drainage district. We will treat failure to make these payments as a violation of the lease.

(c) Where the property is subject to at least one other lease for another compatible use, the lessees may agree among themselves how to allocate payment of the Indian irrigation operation and maintenance charges.
STATEMENT OF WORK NO. 3 FOR EXPERIOR
Hualapai Planning and Economic Development Department

Title Status Report Number: 606 T 107
OASIS Number: NA

Appraiser Instructions

This statement of work details the Hualapai Tribe’s (“Tribe’s”) instructions for the appraisal assignment described below, located on land managed in trust by the Southern Paiute/Truxton Canon Agency on behalf of the United States of America. All questions, concerns, or discussions regarding the appraisal for the proposed Experior telecommunication equipment lease shall be addressed directly to the Hualapai Planning & Economic Development Department (HPED), attention Kevin Davidson, Director:

7. Prior to notice to proceed from the Tribe, submit all questions in writing to the HPED.

8. Payment for these appraisal reports will be handled by the Hualapai Tribe. Submit your bid package for this appraisal assignment to HPED. The Hualapai Tribe is the sole client for purposes of this assignment and will engage the appraiser via a letter of engagement once the cost of the appraisal is agreed upon with the appraiser.

9. The Hualapai Tribe and the Southern Paiute/Truxton Canon Agency will provide any supplemental information not included in the statement of work and requested by the appraiser through the HPED.

This is a tribally funded assignment. The Hualapai Tribe will select an appraiser from the Department of the Interior’s Appraisal and Valuation Services Office (AVSO) list of qualified appraisers and will notify the BIA realty specialist. Neither the AVSO nor the BIA realty specialist will be responsible for ensuring payment of these fees. The due date of the appraisal (which may be in terms of the number of days or a specific date) is agreed upon between the Hualapai and the appraiser as part of this step.
SECTION 1 – Assignment Identification & General Information

Identification: Experior Telecommunication Site Lease

Location: Hualapai Reservation

Acreage: 0.0021 acres for Gray Mountain

Client: Hualapai Indian Tribe

Intended Users: The appraisal report will be used by the Hualapai Indian Tribe on behalf of the United States of America.

Intended Use: The appraisal report will be used to establish the fair market value of the lease site on the Hualapai Reservation for a term of at least 10 years beginning on September 1, 2022. This appraisal is not intended for any other use.

Reason for Lease: The lease will allow Experior to continue existing internet based telephone operations at four tribal departments: Elderly, Cultural, KWLP Radio, and Health Education & Wellness. Experior also provides internet service to KWLP.

Property Location Map

Experior Communication Site on Hualapai Reservation

![Property Location Map Image]
Property Location

The subject consists of the telecommunication site at Gray Mountain, approximately two miles east of Peach Springs and one mile north of State Route 66. Experior’s parcel adjoins the BIA, Verizon and tribal parcels, each housing their ground equipment, while sharing space on the BIA’s communications tower.

Equipment List and Leased Area – As Proposed

The telecommunication site will be situated within the existing fenced compound and will include the equipment (by tenant) listed in Exhibit 3.

The leased area at Gray Mountain will be 90 sq. ft. for the ground equipment (0.0021 total acres), located in NW ¼ of Section 18, T25N, R10W, G&SRM (UTM 282876, 3937203, Zone 12 meters) and will be for the exclusive use of Experior. The lease will also grant access on existing roadways to the site from State Route 66.

Access to the site is by a gravel road. The site is located in proximity to a developed area and is generally accessible year-round.

Summary of Lease Area

Lessee shall use the Premises for the purpose of upgrading, maintaining, repairing and operating the communication site and uses incidental thereto.

Lessee may not sublease the Premises, or a portion thereof, without further consent from Lessor or further BIA approval; however, such sublease does not relieve Lessee of any liability under this Lease.

Property Interest

The property interest to be appraised is annual fair market rent of the fee simple interest for the subject as a communications site (leased fee).

One opinion of market rental value is requested under this appraisal assignment for Experior as the primary user of lease area and co-located on BIA’s communication tower.

The reported rents must include a statement as to an applicable escalation rate, if any, that the market would consider / anticipate as part of the reported annual market rent over the duration of minimum 10-year lease period with options to renew.

The appraiser must immediately notify the tribe of any indications of rights contrary to these described. This may result in amended instructions.

Outstanding Rights: Experior has occupied the site for over ten years.

Reservations: None.

Personal Property: The appraisal should exclude any personal property.

Property Access: Physical access is from local roads, then via an access right-of-way.
Legal: The lease issued will provide legal access to the site.

Environmental Conditions: There are no known detrimental environmental conditions.
Provided Subject Property Exhibits

The following Subject Property Exhibits are provided as attachments to the solicitation:

1. Experior request letter
2. Site Survey
3. Equipment List
4. Other information pertinent to the lease – Photographs
5. 25 CFR 162.420 & 422-429.
SECTION 2 – Appraisal Requirements & Instructions

Appraisal Standards

Uniform Standards of Professional Appraisal Practice (USPAP), 2020-2021 edition. The appraisal report must conform to the Uniform Standards of Professional Appraisal Practice (USPAP). If the appraiser is a member of a professional appraisal organization, the appraisal requirements of the organization(s) of which the appraiser is a member would also apply.

The appraisal must be addressed to the Hualapai Indian Tribe, c/o Kevin Davidson, Hualapai Planning and Economic Department.

The lease to be approved by the Bureau of Indian Affairs (BIA) is on Tribal lands managed in trust by the United States of America; consequently, the appraisal will not conform to the UASFLA (Uniform Appraisal Standards for Federal Land Acquisitions).

Documentation of all comparable leases, comparable sales and other comparable market data utilized in the appraisal should be reported in detail. All comparable market data should be verified by the appraiser with a party with specific knowledge of the transaction such as buyer, seller, broker, lessee/lessor, etc. A detailed summary of each comparable used should include comments about the verification, details about the property, and the terms. Interviews with market participants in the local area can also assist in clarifying market forces affecting the competitive market for the subject.

Terms

*Lease* means a written contract between Indian landowners and a lessee, whereby the lessee is granted a right to possess Indian land, for a specified purpose and duration. The lessee's right to possess will limit the Indian landowners' right to possess the leased premises only to the extent provided in the lease (25 C.F.R. § 162.003).

*Fair market rental* means the amount of rental income that a leased tract of Indian land would most probably command in the open and competitive market, or as determined by competitive bidding. (25 C.F.R. § 162.003).

*Compensation* means something bargained for that is fair and reasonable under the circumstances of the agreement. Compensation may be based on a fixed amount, a percentage of the projected income, or some other method (25 CFR 162.420, & 422-429).

Date of Value

The date of the last property inspection should be no more than 30 calendar days prior to the submission of the (initial) appraisal report, unless the tribe approves other conditions, in writing and in advance.

Extraordinary Assumptions (EAs)

Experior has existing telecommunication facilities at Gray Mountain.

It is assumed that the telecommunication site has enough space to accommodate the identified users at the site.
If the appraiser determines that extraordinary assumptions are necessary for the completion of the assignment, he/she must contact the tribe for prior written approval.

**Hypothetical Conditions (HCs)**

The Gray Mountain site will have backhaul service from Wecom’s fiber optic line (refer to Statement of Work No. 1) within a year.

If the appraiser determines that other hypothetical conditions are necessary for the completion of the assignment, he/she must contact the tribe for prior written approval.

**Jurisdictional Exceptions (JEs)**

None.

**Placement in Report**

If any assignment conditions including hypothetical conditions or extraordinary assumptions are authorized by the tribe, the appraiser must clearly identify where the final value conclusion is stated, and in the transmittal letter and the section titled Summary of Salient Facts. These must also be communicated in the General Assumptions and Limiting Conditions section of the appraisal.

**Property Inspections**

The appraiser must inspect all reservation lands identified in this statement of work and all of the properties used in direct comparison. While every effort must be made to inspect all the comparables, the tribe will not unreasonably require the appraiser to inspect all comparables if it is infeasible because of a comparable’s very remote location or in situations where the health and safety of the appraiser might be compromised.

Waiver of inspection requirements must be discussed with the tribe and permission to exclude an inspection must be provided in writing.

Permission to enter upon and appraise the property has not been granted at this time. The appraiser should work with the tribe and BIA realty staff to arrange inspection of the reservation lands where the proposed lease is located. It is necessary to notify the HPED in advance of the scheduled property inspection.

**Pre-Work Meeting**

The appraiser is required to participate in a pre-work conference call with the review appraiser within five (5) days after being notified to proceed with the assignment. The review appraiser will coordinate the date and time of the call once an appraiser has been selected. If any significant items of concern are observed during the property inspection, the appraiser must contact the tribe before continuing with the appraisal assignment.

**Controversies/Issues**

Should the appraiser identify other controversies or issues during the course of assignment, he/she must immediately notify the review appraiser identified in Section 3 of this statement of work.
Legal Instructions

No specific legal instructions are included.
General Appraisal Requirements & Instructions

1. The appraiser must hold a valid license as a Certified General Appraiser for the jurisdiction in which the subject property is located. (Valid credentials include those obtained directly from the jurisdiction, those issued under a reciprocity agreement, and/or those characterized as “temporary” under the jurisdiction’s licensing and certification statutes.)

2. This statement of work including all attachments, assignment instructions, and the engagement letter, must be included within the addenda to the appraisal report.

3. The appraiser must appraise the subject property in its “as is” condition (subject to a hypothetical condition for the new co-locator) as of the effective date of value, unless authorized in writing by the AVSO review appraiser to do otherwise.

4. Color photographs and maps of comparable properties shall be included in the appraisal report. The tribe will accept aerial photographs for comparable properties, unless the aerial photographs do not accurately represent the property as of the date of inspection. The appraiser should photograph any unusual property features from the ground.

5. The comparable market data sheets provided in the appraisal document should include the following when applicable; latitude/longitude for the site, lessor/lessee, start date of the lease, base rental amount, number of option periods, escalation terms / rate, availability of utilities, back-up power (who provides), what type of power – electric, propane, generator; maintenance fees; land area encumbered by structure and/or equipment facility, type of tower, height of tower (AGL), who built the tower / structure, who owns the tower / structure, are subtenants allowed, and if so, how many; how are co-locators charged i.e., is one amount paid to the facility owner or is it proportional – some to the facility owner and some to land owner, coverage area, current use, access, how verified and contact information – source name / date / email or phone number. In addition, comparable data sheets must be provided for all the data that is relied upon in the derivation of the value opinion requested in this statement of work and all comparable market transactions must be verified with a buyer, seller, broker, or other party knowledgeable about the transaction.

6. An adjustment grid(s) directly correlated to the narrative analysis must be provided in the appraisal report. If qualitative adjustments are used, the appraiser’s logic and reasons for the adjustment must be explained in detail. Unsupported quantitative adjustments are not acceptable.

7. The appraisal report will be reviewed for compliance with the terms of this statement of work (including all cited standards) and USPAP. Any findings of inadequacy will require clarification and/or correction.

8. The appraiser shall consider the appraisal report and all DOI internal documents furnished to the appraiser to be confidential. Refer all requests for information concerning the appraisal to the review appraiser.

9. Should the appraiser find it necessary to rely on confidential information, he/she will contact the tribe for instructions. The tribe will view the information and provide further instruction to the appraiser regarding handling and storage of the confidential information.

10. If including any proprietary information in the appraisal, the appraiser must gain concurrence from the tribe and deliver the proprietary information in a separate binder.
11. When the appraiser has performed any services regarding the subject property within the three prior years, he/she must disclose this in the bid proposal.

12. The appraisal is not required to comply with UASFLA, however it does need to comply with all applicable portions of USPAP including Standard 2 reporting requirements for an Appraisal Report. Restricted Appraisal Reports are not authorized. As mentioned earlier, a project appraisal format may be appropriate, but should be coordinated with the tribe and BIA Realty.

13. In general, a project appraisal report consists of three major parts: **Part I** contains an introduction, factual data, and analysis relating to all property interests included in the report; **Part II** includes the findings of the report; **Part III** describes analysis of data and conclusions, and **Part IV** provides addenda and exhibits relating to all properties included in the report. If this reporting option is desired by the appraiser, the appraiser should coordinate content and organization with the tribe.
Special Appraisal Instructions

1. Experior may provide proprietary market data on comparable leases similar to the subject leases. The appraiser is required to conduct an extensive search for, and analysis of, comparable leases as part of this appraisal assignment and if unable to locate comparable lease transactions, the appraiser must describe the efforts made to discover this market data and the areas searched.

2. Appropriate valuation methodology (ies) for this property type must be used; pre-work discussions with the tribe and BIA Realty on that topic are required. Methodologies and appraisal concepts typically associated with this assignment type follow:

   **Lease Comparables:** The preferred methodology for determining the fair market value of the subject leases is by comparing them to other lease transactions for similar uses. This approach is consistent with the definitions of fair market value and compensation in the Regulations. Compensation may be on a fixed amount, a percentage of the projected income, or some other method. The amount, percentage, or combination will be calculated and the frequency at which the payments will be made. The appraisal should investigate and report the market for leases in the local area without limitations to fair market value by the value of the surface estate of the underlying fee property.

   **Market Rent Comparables:** Actual market rent data on leases similar to the subject, or market rental data on short term land leases or easements may be applicable to this assignment. It will be critical that market data selected are comparable. Any rent comparables from easements or land leases must be similar to the subject in location, type of use, demand influences, “conditions” of rent, and the rights allowed in the lease or easement agreement. If this approach is used, the income stream from the lease must be capitalized into a present value of the leasehold interest.

   While the appraiser must make an independent judgment of the appropriate methodology (ies) for valuation, communication between the appraiser and the tribe concurrent with the appraiser’s analysis is essential; this must occur in advance of submission of the appraisal report. The appraiser’s analysis must also be reported in the appraisal.

3. The appraiser shall not communicate assignment results to any party except the tribe unless authorized to do so in writing by the tribe.

4. Even though communication is encouraged with BIA agency representative(s) or the grantee - Experior, only the tribe can modify appraisal instructions, and any modification must be in writing.

5. Any communications (verbal or written) by the appraiser with the BIA realty contact or the grantee Experior shall include notification to the review appraiser along with an email description of said contact.

6. Although subject property information is provided to the appraiser in this statement of work, the appraiser must perform his/her own independent research and investigation which comports with appropriate due diligence for an appraisal assignment and must promptly notify the tribe in writing of any information which differs materially from that described in this statement of work.
SECTION 3 – Performance & Submission Requirements

As noted earlier, this is a Hualapai Tribe funded assignment. The Tribe will select an appraiser from the AVSO-prepared list of appraisers. Appraiser fees for the assignment are the responsibility of the Hualapai Tribe. The AVSO review appraiser will not be involved in the negotiation of fees between the tribe and the selected appraiser; nor will AVSO or the BIA representatives be responsible for ensuring payment of these fees.

The assignment is between the real estate appraiser and the Tribe with payment issued directly through and by the Tribe after notification of review and approval/acceptance of the appraisal report by the tribe.

Once the tribe selects an appraiser, the Tribe will then engage the appraiser via a letter of engagement.

The appraiser must address any questions regarding this solicitation, the appraisal instructions, and/or technical requirements for the appraisal to the HPED. A subsequent section identifies the review appraiser and his/her contact information.

Performance:

The Target Period of Performance for the delivery of the initial appraisal report to the tribe will be negotiated between tribe and the appraiser. The appraiser must provide the appraisal services within the performance period specified, or if unforeseen circumstances arise, notify the tribe immediately with a new proposed date for completion of the assignment.

The submitted appraisal report in electronic format for the agreed upon representative sample subject property will be reviewed for compliance with the terms of this statement of work and USPAP. Findings of inadequacy, if any, will require clarification and/or correction. Any corrections requested must be completed and returned to the tribe in a timely manner.

Once the report is reviewed and approved by the Tribe, the appraiser will submit four signed, final, printed reports and one electronic copy to the Tribe. The appraiser will be required to provide a letter or email confirmation that the final, printed appraisals match the electronic copy which was previously reviewed and accepted.

Payment:

Upon receipt of written approval/acceptance of the appraisal reports by the tribe, the appraiser must send and original invoice to HPED. As stated previously, payment is the sole responsibility of the Hualapai Tribe.
### Deliverable/Task Schedule

<table>
<thead>
<tr>
<th>REQUIRED DELIVERABLES</th>
<th>DELIVERY DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-Work Meeting</td>
<td>Via conference call within 5 days of engagement</td>
</tr>
<tr>
<td>Subject Property Inspection</td>
<td>30 days or less, prior to initial report delivery</td>
</tr>
<tr>
<td>Initial Appraisal Report</td>
<td>To be determined</td>
</tr>
<tr>
<td>Review Period &amp; Comments Provided to Contract Appraiser</td>
<td>To be determined</td>
</tr>
<tr>
<td>Response Period by Contract Appraiser</td>
<td>To be determined</td>
</tr>
<tr>
<td>Final Printed Appraisal Reports</td>
<td>To be determined</td>
</tr>
</tbody>
</table>
APPRAISAL ASSIGNMENT CONTACTS:

Any questions regarding appraisal instructions and/or technical requirements for this assignment should be addressed to the HPED. The contacts for this assignment are as follows:

**HPED and Payor:**

Kevin A. Davidson  
Hualapai Tribe Planning & Economic Development Director  
P.O. Box 179/887 W. Highway 66  
Peach Springs, Arizona 86434  
Phone: (928) 769-1310 Ext. 22  
Fax: (928) 769-1377  
www.hualapai-nsn.gov

**Non-Federal Party’s Contact:**

Chris Henshaw  
Experior Networks  
4882 N Stockton Hill Rd,  
Kingman, AZ 86409  
Office: 928-302-2000  
Mobile: 928-302-9687

**BIA Realty Specialist:**

Christina M. Varela  
Realty Specialist  
Southern Paiute/Truxton Canon  
P.O. Box 720  
St. George, UT 84771  
P 435-674-9720 ext. 4  
F 435-674-9714

**Agency Representative:**

Tamera Dawes, Superintendent  
Southern Paiute/Truxton Canon Agency  
P.O. Box 720  
St. George, UT 84771  
(435) 674-9720 (Office)  
(435) 599-4462 (Cell)
Exhibit 1. Experior Request Letter

Pending
Gray Mountain Survey Map

**LEGAL DESCRIPTION (Experior):**

A portion of the Northwest 1/4 of Section 18, Township 25 North, Range 10 West, Gila and Salt River Meridian, Mohave County, Arizona, said portion being more particularly described as follows:

FROM the West 1/4 corner of Section 18, Township 25 North, Range 10 West, said point being a found GLO Cap, thence N 00° 21’ 02” E [Basis of Bearings: Grid per SPCS 83 AZ C (Zone0203)] a distance of 1,065.84 feet (Ground) to, said point being the corner post of an existing chain line fence:

- thence N 14° 23’ 32” E for a distance of 32.71 feet to a corner post of said existing chain line fence;
- thence continue N 14° 23’ 32” E for a distance of 15.52 feet to the **TRUE POINT OF BEGINNING;**
- thence S 73° 21’ 03” E for a distance of 6.00 feet;
- thence N 14° 23’ 32” E for a distance of 15.01 feet to an intersection of said existing chain line fence;
- thence N 73° 21’ 03” W for a distance of 6.00 feet;
- thence N 14° 23’ 32” W for a distance of 15.01 feet to the **TRUE POINT OF BEGINNING.**

said parcel of land contains 90 square feet of land, more or less, including any easements of record over the above described parcel.

N.E.S. # 21-018.

**Experior Parcel Legal Description**
Exhibit 3  Equipment List

Pending
Exhibit 4  Other information pertinent to the lease – Photographs of Gray Mountain Site
§ 162.420 How much monetary compensation must be paid under a business lease of tribal land?

(a) A business lease of tribal land may allow for any payment amount negotiated by the tribe, and we will defer to the tribe and not require a valuation if the tribe submits a tribal authorization expressly stating that it:

(1) Has negotiated compensation satisfactory to the tribe;

(2) Waives valuation; and

(3) Has determined that accepting such negotiated compensation and waiving valuation is in its best interest.

(b) The tribe may request, in writing, that we determine fair market rental, in which case we will use a valuation in accordance with § 162.422. After providing the tribe with the fair market rental, we will defer to a tribe's decision to allow for any payment amount negotiated by the tribe.

(c) If the conditions in paragraph (a) or (b) of this section are not met, we will require that the lease provide for fair market rental based on a valuation in accordance with § 162.422.

§ 162.422 How will BIA determine fair market rental for a business lease?

(a) We will use a market analysis, appraisal, or other appropriate valuation method to determine the fair market rental before we approve a business lease of individually owned Indian land or, at the request of the tribe, for tribal land.

(b) We will either:

(1) Prepare, or have prepared, a market analysis, appraisal, or other appropriate valuation method; or

(2) Use an approved market analysis, appraisal, or other appropriate valuation method from the Indian landowners or lessee.

(c) We will use or approve use of a market analysis, appraisal, or other appropriate valuation method only if it:

(1) Has been prepared in accordance with USPAP or a valuation method developed by the Secretary under 25 U.S.C. 2214; and

(2) Complies with Departmental policies regarding appraisals, including third-party appraisals.

(d) Indian landowners may use competitive bidding as a valuation method.

§ 162.423 When are monetary compensation payments due under a business lease?

(a) A business lease must specify the dates on which all payments are due.
(b) Unless the lease provides otherwise, payments may not be made or accepted more than one year in advance of the due date.

(c) Payments are due at the time specified in the lease, regardless of whether the lessee receives an advance billing or other notice that a payment is due.

§ 162.424 Must a business lease specify who receives monetary compensation payments?

(a) A business lease must specify whether the lessee will make payments directly to the Indian landowners (direct pay) or to us on their behalf.

(b) The lessee may make payments directly to the Indian landowners if:

   (1) The Indian landowners' trust accounts are unencumbered;
   
   (2) There are 10 or fewer beneficial owners; and
   
   (3) One hundred percent of the beneficial owners (including those on whose behalf we have consented) agree to receive payment directly from the lessee at the start of the lease.

(c) If the lease provides that the lessee will directly pay the Indian landowners, then:

   (1) The lease must include provisions for proof of payment upon our request.
   
   (2) When we consent on behalf of an Indian landowner, the lessee must make payment to us on behalf of that landowner.
   
   (3) The lessee must send direct payments to the parties and addresses specified in the lease, unless the lessee receives notice of a change of ownership or address.
   
   (4) Unless the lease provides otherwise, compensation payments may not be made payable directly to anyone other than the Indian landowners.
   
   (5) Direct payments must continue through the duration of the lease, except that:

      (i) The lessee must make all Indian landowners' payments to us if 100 percent of the Indian landowners agree to suspend direct pay and provide us with documentation of their agreement; and

      (ii) The lessee must make that individual Indian landowner's payment to us if any individual Indian landowner who dies, is declared non compos mentis, owes a debt resulting in a trust account encumbrance, or his or her whereabouts become unknown.

§ 162.425 What form of monetary compensation payment is acceptable under a business lease?

(a) When payments are made directly to Indian landowners, the form of payment must be acceptable to the Indian landowners.

(b) When payments are made to us, our preferred method of payment is electronic funds transfer payments. We will also accept:
(1) Money orders;
(2) Personal checks;
(3) Certified checks; or
(4) Cashier's checks.

(c) We will not accept cash or foreign currency.

(d) We will accept third-party checks only from financial institutions or Federal agencies.

§ 162.426 May the business lease provide for non-monetary or varying types of compensation?

(a) A lease may provide for the following, subject to the conditions in paragraphs (b) and (c) of this section:

1. Alternative forms of compensation, including but not limited to, in-kind consideration and payments based on percentage of income; or

2. Varying types of compensation at specific stages during the life of the lease, including but not limited to fixed annual payments during construction, payments based on income during an operational period, and bonuses.

(b) For tribal land, we will defer to the tribe's determination that the compensation under paragraph (a) of this section is in its best interest, if the tribe submits a signed certification or tribal authorization stating that it has determined the compensation under paragraph (a) of this section to be in its best interest.

(c) For individually owned land, we may approve a lease that provides for compensation under paragraph (a) of this section if we determine that it is in the best interest of the Indian landowners.

§ 162.427 Will BIA notify a lessee when a payment is due under a business lease?

Upon request of the Indian landowners, we may issue invoices to a lessee in advance of the dates on which payments are due under a business lease. The lessee's obligation to make these payments in a timely manner will not be excused if invoices are not issued, delivered, or received.

§ 162.428 Must a business lease provide for compensation reviews or adjustments?

(a) For a business lease of tribal land, unless the lease provides otherwise, no periodic review of the adequacy of compensation or adjustment is required if the tribe states in its tribal certification or authorization that it has determined that not having compensation reviews and/or adjustments is in its best interest.

(b) For a business lease of individually owned Indian land, unless the lease provides otherwise, no periodic review of the adequacy of compensation or adjustment is required if:

1. If the term of the lease is 5 years or less;
(2) The lease provides for automatic adjustments; or

(3) We determine it is in the best interest of the Indian landowners not to require a review or automatic adjustment based on circumstances including, but not limited to, the following:

(i) The lease provides for payment of less than fair market rental;

(ii) The lease is for religious, educational, recreational, cultural, or other public purposes;

(iii) The lease provides for most or all of the compensation to be paid during the first 5 years of the lease term or before the date the review would be conducted; or

(iv) The lease provides for graduated rent or non-monetary or various types of compensation.

(c) If the conditions in paragraph (a) or (b) of this section are not met, a review of the adequacy of compensation must occur at least every fifth year, in the manner specified in the lease. The lease must specify:

(1) When adjustments take effect;

(2) Who can make adjustments;

(3) What the adjustments are based on; and

(4) How to resolve disputes arising from the adjustments.

(d) When a review results in the need for adjustment of compensation, the Indian landowners must consent to the adjustment in accordance with § 162.012, unless the lease provides otherwise.

§ 162.429 What other types of payments are required under a business lease?

(a) The lessee may be required to pay additional fees, taxes, and assessments associated with the use of the land, as determined by entities having jurisdiction, except as provided in § 162.017. The lessee must pay these amounts to the appropriate office.

(b) If the leased premises are within an Indian irrigation project or drainage district, except as otherwise provided in part 171 of this chapter, the lessee must pay all operation and maintenance charges that accrue during the lease term. The lessee must pay these amounts to the appropriate office in charge of the irrigation project or drainage district. We will treat failure to make these payments as a violation of the lease.

(c) Where the property is subject to at least one other lease for another compatible use, the lessees may agree among themselves how to allocate payment of the Indian irrigation operation and maintenance charges.
ATTACHMENT A
FORM OF PROPOSAL

Tab 1: Form of Proposal: This Form of Proposal –Attachment A, is attached hereto and incorporated herein. Requirements listed here must be fully completed, executed and submitted to constitute a complete proposal (please mark on Attachment A each Tab included in the proposal).

Tab 2: Profile of Firm Form: The Profile of Firm Form is attached hereto and incorporated herein by reference as Attachment B. It and its required attachments must be fully completed and executed and submitted as a part of the proposal. Include descriptions of relevant project experience behind the Profile of Firm Form under this Tab 2. Letters of reference and other supporting documentation should be included under Tab 9 - Other Information.

Tab 3: Proposed Service Description: As more fully detailed within Section I, Scope of Proposal, Subsections A through C. Provide a narrative description of all services proposed to be provided as well as a description of the plan and/or methods that the applicant will utilize to deliver the proposed services.

Tab 4: Proposed Fees Form: The Proposed Fees Form is attached hereto and incorporated herein by reference as Attachment C. It must be fully completed, signed, and submitted as a part of the proposal.

Tab 5: Managerial Capacity: The applicant entity must submit a concise description of its managerial capacity to deliver the proposed services. Include Resumes of key personnel under this tab.

Tab 6: Client List: The applicant entity must submit a list of at least three (3) former or current clients for whom the applicant has performed similar or like services to those being proposed, within the past three years. The list must include:
- Client’s name
- Client’s contact name
- Clients phone number
- A description of services provided

Tab 7: Subcontractor/Joint Venture Information: Describe hereunder whether or not the applicant intends to use any subcontracts for this job, if awarded, and/or if this Proposal is a joint venture with another firm. Please note that all information required from the applicant under the preceding Tabs must also be included for any major subcontractors (10% or more) and for any joint venture partners.

Tab 8: Indian Preference Documentation: For any entity claiming an Indian Preference, they shall include any completed certification forms and required attachments that substantiate the percentage of Indian ownership of the entity.

Tab 9: Other Information: The applicant entity may include any other general information that the applicant believes is appropriate to assist Planning in its evaluation.
ATTACHMENT B
PROFILE OF FIRM FORM

(1) Prime______ Subcontractor______ (This form must be completed by each)

(2) Name of Firm: __________________________________________________

(3) Street Address: __________________________________________________

(4) City, State, Zip: ________________________________

(5) Phone: ______________________ Fax: ______________________

(6) Federal Tax ID Number ________________________________

(7) State Contractors License; State, Type, and Number

(8) Year Firm Established: _______________________

(9) Type of Ownership: __________________________________________

(10) Former Name and Year Established (if applicable)

(11) Name of Parent Company and Year Acquired (if applicable)

(12) Identify Principals/ Partners in firm; submit brief resume for each under Tab 5.

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>% Ownership</th>
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(13) Identify individual(s) that will act as project manager and any other supervisory personnel that will work on the project; submit brief resumes for each under Tab 5.

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(14) General Liability Insurance carrier and policy number

________________________________________ Coverage Amount ___________

(15) Professional Liability Insurance carrier and policy number

________________________________________ Coverage Amount ___________

Hualapai Statement of Work  Page 75 of 89
(16) Debarred Statement: Has this firm or any of its principals ever been debarred from providing any services by the Federal Government, State Government, or Indian Tribe?
   Yes_____ No_____
   If yes, please attach a full explanation including dates, circumstances, and current status.

(17) Disclosure Statement: Does this firm or any principal of this firm have any current or past personal or professional relationship with any member of Planning staff or serving Hualapai elected officials? Yes_____ No_____
   If yes, Names of such staff or officials__________________________________________

(18) Verification Statement: The undersigned applicant hereby states that by completing and submitting this form they are certifying that all information provided herein is, to the best of their knowledge, true and accurate, and that if Planning discovers that any information is false, that shall entitle Planning to not make and award or to cancel any award with the undersigned party.

_________________________     ____________________
Signature (Authorized Representative  Title  Date

_________________________
Printed Name
# PROPOSED COSTS FORM

## COSTS FOR PROFESSIONAL SERVICES (PER HOUR)

## COSTS FOR ANCILLARY OR SUPPORT SERVICES

## COSTS FOR TRAVEL EXPENSES

## COSTS FOR OTHER EXPENSES (COPYING, OFFICE SUPPLIES, ETC.)

### STATEMENT OF WORK NO. 1 COST

### STATEMENT OF WORK NO. 2 COST

### STATEMENT OF WORK NO. 3 COST

### TOTAL COST

<table>
<thead>
<tr>
<th>COMPANY NAME</th>
<th>ADDRESS</th>
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<tr>
<th>SIGNATURE (AUTHORIZED REPRESENTATIVE)</th>
<th>TITLE</th>
<th>DATE</th>
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**PLEASE NOTE:** Do not provide these costs in any other manner other than as detailed within this form. Costs shall be provided either on this form, or attached to this form. In either case, Costs are to be submitted only under Tab 4. Any applicant that submits proposed costs under any other tab will be rejected from consideration.
Indian Preference Statement:

**Indian Preference in Selection Process:**

The work to be performed under this contract is on a project subject to section 7(b) of the Indian Self Determination and Education Assistance Act (25 U.S.C. 450 e(b)) (Indian Act). Section 7(b) requires that to the greatest extent feasible (A) preferences and opportunities for training and employment shall be given to Indians and (B) preferences in the award of contracts and sub-contracts shall be given to Indian-owned economic enterprises.

The parties to contracts associated with this project shall comply with the provisions of section 7(b) of the Indian Act. In connection with this project, contractors shall, to the greatest extent feasible, give preference in the award of any sub-contracts to Indian organizations and Indian-owned economic enterprises, and preferences and opportunities for training and employment to Indians and Alaska Natives.

Contractors shall include this section 7(b) clause in every sub-contract in connection with the project, and shall, at the direction of the Tribe, take appropriate action pursuant to the sub-contract upon a finding by the Tribe, or HUD that a sub-contractor has violated section 7(b) clause of the Indian Act.

PLEASE NOTE: It is not necessary to complete and submit this form and any of the noted items if you are not claiming Indian Preference.

**CERTIFICATION FOR FIRMS SEEKING INDIAN PREFERENCE IN CONTRACTING AND DEMONSTRATION OF ABILITY:** So that the PLANNING may assess your firm’s eligibility to claim Indian Preference as noted above, in addition to other required items, please include with your submission as many of the following items as possible. Failure to include any of these items as evidence may result in denial by the PLANNING to certify your firm as an Indian owned company and therefore, ineligible to receive Indian Preference.
INDIAN ENTERPRISE QUALIFICATION STATEMENT

The Undersigned certifies under oath the truth and correctness of all answers to questions made hereinafter:

1. Applicant wishes to qualify as:

   An “Economic Enterprise” as defined in Section 3(e) of the Indian Financing Act of 1974 (P.L. 93-262); that is “any Indian-Owned...commercial, industrial or business activity established or organized for the purpose of profit: Provided, that such Indian Ownership shall constitute not less than 51 percent of the enterprise:

   --or--

   A “Tribal Organization” as defined in Section 4(c) of the Indian Self-Determination and Education Assistance Act (P.L. 93-63 8); that is: “the recognized governing body of any Indian Tribe; any legally established organization of Indians which is controlled, sanctioned or chartered by such governing body or which is democratically elected by the adult members of the Indian community to be served by such organization and which includes the maximum participation of Indians in all phases of its activities: Provided, that in any case where a contract is let or grant made to an organization to perform services benefiting more than one Indian Tribe, the approval of each such Indian Tribe shall be a prerequisite to the letting or making of such contract or grant...”

2. Name of Enterprise or Organization: _____________________________
   Address: _____________________________________________
   _______________________________________________
   Telephone No.: ____________________________________

3. Check One:
   ___ Corporation  ___ Joint Venture  ___ Partnership  ___ Other:
   ___ Sole Proprietorship

4. Answer the following:

   If a Corporation:

   a. Date of incorporation: ________________________________
   b. State of incorporation: ________________________________
   c. Give the names and addresses of the officers of this Corporation and establish whether they are Indian (I) or Non-Indian (NI).

<table>
<thead>
<tr>
<th>Name and Social Security No.</th>
<th>I or NI</th>
<th>Title</th>
<th>Address</th>
<th>% of Stock Ownership</th>
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<tr>
<td>President</td>
<td>______</td>
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<td>Vice-President</td>
<td>______</td>
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d. Complete the following information on all stockholders who are not listed in c. above, owning 0% or more of the stock. Establish whether they are Indian (I) or Non-Indian (NI).

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<th>Address</th>
<th>% of Stock Ownership</th>
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If a Sole Proprietorship or Partnership:

a. Date of Organization: _______________________

b. Give the following information on the individual or partners and establish whether they are Indian (I) or Non-Indian (NI).

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If a Joint Venture:

a. Date of Joint Venture Agreement: ______________________
b. Attach the information for each member of the joint venture prepared in the appropriate format given above.

5. Give the name, address, and telephone number of the principal spokesperson of your organization:

____________________________________________________________________
____________________________________________________________________

6. Has any officer or partner of your organization listed in #4 been an officer or partner of another organization that failed in the last ten years to complete a contract? ______

If yes, state circumstances:

____________________________________________________________________
____________________________________________________________________
____________________________________________________________________

7. Has this enterprise failed in the last ten years to complete any work awarded to it or to complete the work on time? _____

If so, note when, where and why:

____________________________________________________________________
____________________________________________________________________
____________________________________________________________________

8. Will any officer or partner listed in #4 be engaged in out-side employment?

_____ Yes  _____ No

If Yes, complete:

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<th>Name/Title</th>
<th>Hours Per Week</th>
<th>Outside the Enterprise</th>
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9. If the enterprise or anyone listed in #4 above, currently subject to an administrative sanction issued by any department or agency of the Federal Government?

___Yes  ___No

If Yes, complete:

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<tr>
<th>Name of person/business</th>
<th>Date of Action</th>
<th>Type of Action</th>
<th>Department or Agency</th>
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10. Does this enterprise have any subsidiaries or affiliates or is it a subsidiary or affiliate of another concern?

___Yes  ___No

If Yes, complete:

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<th>Name and address of subsidiary, affiliate or other concern</th>
<th>Description of Relationship</th>
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11. Does this enterprise or any person listed in #4 above have or intend to enter into any type of agreement with any other concern or person which relates to or affects the on-going administration, management or operations of this enterprise? These include but are not limited to management, and joint venture agreements and any arrangement or contract involving the provision of such compensated services as administrative assistance, data processing, management consulting of all types, marketing, purchasing, production and other types of compensated assistance.

___Yes  ___No

If yes, attach a copy of any written agreement or an explanation of any oral or intended agreement.

12. Has this enterprise ever been subject to a judgment of any court or administrative sanction (Federal, State, or Tribal)?

___Yes  ___No

Has any individual listed in #4 ever been subject to judgment of any court or administrative sanction (Federal, State, or Tribal)?
___Yes  ___No

If the answer is Yes to either question, furnish details in a separate attachment.

13. Has any tax lien or other collection procedure been instituted against this enterprise or the individuals listed in #4 as a sole proprietor or partner in their capacities with this enterprise or other enterprise?
   ___Yes  ___No

   If yes, furnish details in a separate exhibit.

14. Has this enterprise or any person listed in #4 ever been involved in a bankruptcy or insolvency proceeding?
   ___Yes  ___No

   If yes, provide details in an attachment.

15. What dollar amount of Working Capital is available to your enterprise prior to the start of construction?
    $___________________

    Explain the source of these funds:
    __________________________________________________________________________
    __________________________________________________________________________
    __________________________________________________________________________

    Include a copy of the Company’s most recent audited financial statement.

16. How will project development bookkeeping and payroll be maintained: (check one)

   a. By contract with an outside professional accounting firm: _____

      Name: _____________________ Address: _______________
      __________________________ Telephone: ___________

   b. Records are to be kept by enterprise personnel: _____

      If “b” has been checked—state the qualifications of your personnel to perform this function:
      __________________________________________________________________________
      __________________________________________________________________________
      __________________________________________________________________________

   c. Other: _____________________________________________________________________

      __________________________________________________________________________
      __________________________________________________________________________
17. Trade References (include addresses and phone numbers):

________________________________________________________________________

18. Bank and credit references (including addresses and phone numbers):

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

19. Indicate the core crew employees in your work force, their job titles, and whether they are Indian or Non-Indian. Core crew is defined as an individual who is either a current bonafide employee or who is not a current employee but who is regularly employed in a supervisory or other key skilled position when work is available.

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

b. Over the past three years, what has been the average number of employees:

________________________________________________________________________

20. Attach certification by a tribe or other evidence of enrollment in a federally recognized tribe for each officer, partner or individual designated as an Indian in #4.

21. Attach a certified copy of the charter, article of incorporation, by-laws, partnership agreement, joint venture agreement and/or other pertinent organizational documentation.

22. Explain in narrative form the stock ownership, structure, management, control, financing, and salary or profit sharing arrangements of the enterprise, if not covered in answers to specific questions heretofore. Attach copies of all shareholder agreements, including voting trust, employment contracts, agreements between owners and enterprise. Include information on salaries, fees, profit sharing, material purchases, and equipment lease or purchase arrangements.

23. Evidence relating to structure, management, control, and financing should be specifically included. Also, list the specific management responsibilities of each principal, sole proprietor, partner, or party to a joint venture (as appropriate) listed in response to #4.

24. Attach evidence that the enterprise (or an individual in it) is appropriately licensed for the type of work that is to be performed. Include Federal ID Number.

25. Attach a brief resume of the education, technical training, business, employment, design and/or construction experience for each officer, partner or sole proprietor listed in #4. Include references.
NOTES:

I. Omission of any information may be cause for this statement not receiving timely and complete consideration.

II. The persons signing below certify that all information in this INDIAN ENTERPRISE QUALIFICATION STATEMENT, including exhibits and attachments, is true and correct.

III. Print and type name below all signatures.

If applicant is Sole Proprietor, Sign Below:

__________________________________
Name

__________________________________
Date

If applicant is in a Partnership or Joint Venture, all Partners must sign below:

__________________________________
Name

__________________________________
Date

__________________________________
Name

__________________________________
Date

If applicant is a corporation, affix corporate seal

__________________________________
Corporate Seal

By: ________________________________
President’s Signature

__________________________________
Attested by: __________________________
Corporate Secretary’s Signature

WARNING: U.S. Criminal Code, Section 1010, Title 18, U.S.C. provides in part: “Whoever...makes, passes, utters, or publishes any statement, knowing the same to be false...shall be fined not more than $5,000 or imprisoned not more than two years, or both.”
ATTACHMENT E
Hualapai Professional Services Agreement
HUALAPAI TRIBAL NATION
PROFESSIONAL SERVICE CONTRACT

This Contract is made between the Hualapai Tribe, Planning Department, Peach Springs, AZ 86434 (the "Tribe"), and, ________________________, an independent contractor, whose address is ________________________. (Tax ID. No.) ___________. (the “Contractor”). The Tribe agrees to contract for the service of Contractor and Contractor agrees to provide services, under the terms and conditions of this Contract.

1. Description of Services:

Contractor shall provide the following services to the Tribe:
Refer to proposal that lists Scope of Work to be accomplished.
( Scope of work attached to this contract)

2. Deliverables:

( List deliverable products listed in Scope of work attached to this contract)
In addition to the work described in the Statement of Work, Attachment 1, Contractor shall submit to the Tribe the following reports or other work products:

3. Payment for Services.

In full consideration of the personal services to be provided under this Contract, the Tribe agrees to pay Contractor as follows:
[ ] the fixed sum of $ __________ for the services described in Attachment 1, Statement of Work, or; in (monthly) progress payments of $__________, Not to exceed $__________.
[ ] at the rate of______ $ per hour, up to maximum of $ __________ per day, for services described in Attachment 1, Statement of Work, but not to exceed the sum of $ ________ for all work under this Contract unless authorized in writing by the Tribe’s______________. ~

As a precondition to receipt of any payments under this Contract, Contractor must provide the Tribe with invoices detailing all work performed under this Contract since the previous invoice. Such invoices shall include a detailed description of services provided in the time period since the last invoice was submitted. Invoices shall be submitted to the Tribe: [] bi-weekly, or [X ] monthly, or [ ] upon completion of the Contract: Contractor will be paid monthly according to monthly invoices submitted for payment. Contract not to exceed $__________.
Payment for approved invoices will be made within Thirty (30) days of receipt of such invoices by The Accounting Department of the Tribe. Final billing must be received within thirty (30) days of the completion or termination of this Contract. Contractor further agrees that final payment for his services will be made after a review of the work performed is completed by the Tribes Principal Contacts. If the work is found to be unsatisfactory, the Tribe reserves the right to withhold final payment indefinitely until all deficiencies are corrected.


This Contract shall commence on ________________, and shall end on ________________, unless terminated earlier as provided in this Contract. This period of
performance may be extended only by the written agreement of the Tribe and the Contractor. Contractor agrees that he is solely responsible for beginning and completing this Contract by the dates specified in this Contract. Contractor agrees that he shall be responsible for any costs to the Tribe associated with not completing this Contract by the scheduled ending date, unless unforeseen circumstances beyond control was caused by the management of the Tribe.

5. Principal Contacts.

All notices under this Contract shall be sent to the following designated Principal Contacts under this Contract. The Tribe may change its Principal Contacts at any time by written notification.

Tribe's principal contact:
Contracting Officer ______ Mr. Kevin A. Davidson
Director, Hualapai Planning Department
Compliance Officer ______ Ms. Salena Siyuja
Hualapai Grants and Contracts Department

Contractor's principal contact: ____________________________
Representative

Contractor and his work shall be monitored by the Planning Department, to determine whether the Contractor is in compliance with this Contract.

6. Independent Contractor.

It is understood and agreed that Contractor is an independent contractor with respect to all work to be performed under this Contract, and that Contractor is not an agent or employee of the Tribe. It is further understood and agreed that Contractor is not authorized to act on behalf of the Tribe, and that actions of Contractor are not actions of the Tribe.

Contractor will be responsible for providing all tools and equipment necessary to perform the tasks associated with this contract.

Contractor will be responsible for paying all employees or subcontractors he hires to perform any of the work under this Contract. Contractor's employees and subcontractors are not the employees of the Tribe. Contractor is solely responsible for paying his employees and subcontractors and for any obligation to pay or withhold any federal, state, tribal, or local taxed on the amounts Contractor pays to his employees and subcontractors.

Contractor will be responsible for payment of all applicable federal, state, tribal and local taxed, and/or special levies required under unemployment insurance, social security, income tax, and/or other laws, with respect to Contractor's performance of his obligations and receipt of payment under this Contract. The Tribe will not withhold any taxes payable by the Contractor on the amounts paid to Contractor under this Contract.

Contractor and the Tribe shall each retain its right to conduct its own separate business affairs, provided that such affairs do not interfere with the parties’ obligations under this Contract.

7. Representations and Warranties of Contractor.

Contractor represents and warrants to the Tribe that he is not subject to any obligations, contracts, or restrictions that would prevent him from entering into or carrying out the provisions of this Contract. Contractor further represents and warrants that he has all of the qualifications, education, experience and skills required to complete the work intended to be completed under
this Contract. If Contractor is not so qualified, his lack of qualification is grounds for immediate
termination of this Contract by the Tribe without liability. Contractor shall devote his best efforts
to carry out the work required by this Contract is accordance with the standard of care, skill and
diligence normally adhered to by a person in this field providing similar services.

8. Termination.

This Contract may be terminated by either party at any time without cause by giving thirty (30)
days advance written notice of such termination to the other party. Contractor shall only be paid
for work performed and reasonably billed for prior to the effective date of termination except as
may be stipulated in Attachment 1.
Contractor's obligations under Articles 9 through 11 shall survive, and shall not be affected by,
termination of this Contract.


Contractor shall be responsible for any wrongful or negligent acts or omissions performed by
him, his employees or his subcontractors associated with his performance under this Contract
and agrees to indemnify and hold the Tribe harmless from any liability or damage to person or
property that arises from or is related to any such act or omission, including any attorney fees
that may be incurred.

10. Confidentiality.

Contractor acknowledges that all information related to Contractor's work under this Contract,
including all findings, reports, and other information either provided directly or indirectly by the
Tribe in connection with the Contract or developed, compiled or created by Contractor in
performing his services under this Contract, and all improvements made or conceived by
Contractor under this Contract, is confidential and proprietary information owned by, and of
great value to, the Tribe. Accordingly, Contractor agrees not to disclose any such confidential
information to any person without the prior, written authorization of the Chairman of the
Hualapai Tribe.

Regardless of how or when this Contract is terminated, within five (5) working days of
completion of the work under this Contract, Contractor shall deliver to the Tribe all copies
(including those on computer disk or other electronic medium) of all documents, drawings,
specifications, and other materials or information which were furnished directly or indirectly by
the Tribe to Contractor in connection with this Contract or which were prepared or acquired by
Contractor in performance of services under this Contract.

Contractor shall not use any of the proprietary information described in this paragraph for
anyone other than the Tribe’s benefit.


The title to all work completed by Contractor under or associated with this Contract shall be in
the Tribe. Contractor will promptly disclose to the Tribe all inventions, improvements, designs,
publications and ideas made or conceived by Contractor in the course of or associated with
providing services under this Contract, regardless of whether Contractor develops those
inventions, improvements, designs, publications or ideas after the termination on this Contract.
Contractor agrees to assign to the Tribe all right and title to all such inventions, improvement,
designs, publications and ideas, and all copyrights, patents, and royalties associated with or derived from such ideas.

12. **Amendment.**

This Contract may be amended only by a written document signed by the Contracting Officer, the Grants and Contracts Compliance Officer to the Tribe and by the Contractor, and approved by the Chairman or Vice Chairman of the Tribe.

13. **Assignment.**

All rights and obligations under this Contract are personal to Contractor, and Contractor may not assign this Contract, or any rights or obligations hereunder, to any person. Any such attempted assignment shall be void.

14. **Governing Law.**

This Contract shall be governed by the laws and ordinances of the Hualapai Tribe. All claims arising under or related to this Contract shall be brought to the Contract Officer, Grants & Contract Officer then to the Hualapai Tribal Court.

**CONTRACTOR:**

By________________________________

Authorized Officer

**HUALAPAI TRIBE:**

By: ________________________________

Planning Department Contract Officer

By: ________________________________

Grants and Contracts Compliance Officer

By: ________________________________

Chairman or Vice Chairman

Program to be charged: ________________

Contract/Grant No.: _________________

Line Item/ Account #: _______________